TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 653.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MARION, PLAINTIFF IN ERROR,

vs.

AARON CLARKE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF KANSAS.

FILED JULY 5, 1876.

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1 In the circuit court of the United States for the district of Kansas.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas. } 1086.

Be it remembered that on this day, to wit, August 21st, A. D. 1874, the plaintiff, by his attorneys, filed in the clerk's office of said court his petition, precipe, and security for costs in said-entitled action; which said petition, precipe, and security for costs, with the endorsements thereon, are in the words and figures following, to wit:

Petition.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for said district.

AARON CLARK, PLAINTIFF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas, defendants. } Petition.

The above named plaintiff complains of said defendant, and alleges that said plaintiff is a citizen of the State of Ohio, and that the County of Marion, in the State of Kansas, now is, and was at the several dates of the transactions hereafter mentioned and described, a body corporate and politic, duly created and existing under and by virtue of the laws of said State of Kansas, and as such authorized to sue and be sued under and by the name and style of the "Board of County Commissioners of the County of Marion."

2 And for a first cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 1, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 1.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay

to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company or bearer thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 1 issued to said company.

1.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

3 And for a second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a ma-

jority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 2, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 2.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promises to pay to the Kansas and Nebraska Railway Company or bearer thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October A. D. 1873, being the semi annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New

York, thirty-five dollars, for six months' interest on bond No. 2 issued to said company.

2.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

4 And for a third and further cause of action said plaintiff alleges and says that on the third day of September, 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 3, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 3.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon. executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the Na, tional Trust Company, in the city of New York, on the 1st of October A. D. 1873, being the semi-annual interest due on the said bond of Marion County heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 3 issued to said company.

3.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

5 And for a fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued in payment for stock subscribed by it in said railway company, its certain bond No. 4, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 4.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and

October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 4 issued to said company.

4.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

6 And for a fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 5, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one

thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in the words and figures following, to wit:

No. 5.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company or bearer thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railroad Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 5 issued to said company.

5.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

7 And for a sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 6, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 6.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon executed by said county at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 6 issued to said company.

6.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

8 And for a seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 7, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 7.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

7 And for a sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 6, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 6.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon executed by said county at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 6 issued to said company.

6.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

8 And for a seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 7, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 7.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said county, at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 7 issued to said company.

7.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

9 And for an eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 8, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October,

A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 8.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said county at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company or bearer thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 8, issued to said company.

8.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

10 And for a ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 9, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 9.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said county at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 9 issued to said company.

9.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

11 And for a tenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 10, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 10.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1 of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 10 issued to said company.

10.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

12 And for an eleventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 11, dated on the third day of September, A. D. 1872, at the

place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 11.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of the said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 11 issued to said company.

11.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

13 And for a twelfth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. , dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 12.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 12 issued to said company.

12.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

14 And for a thirteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 13, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 13.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 13 issued to said company.

13.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

15 And for a fourteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 14, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer,

the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 14.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out: a copy of which said coupon is in words and figures following, to wit:

35] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 14 issued to said company.

14.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

16 And for a fifteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 26, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 26.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 26 issued to said company.

26.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

17 And for a sixteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 27, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 27.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 27 issued to said company.

27.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

18 And for a seventeenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 28, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October,

A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 28.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 28 issued to said company.

28.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

19 And for an eighteenth 18*th* and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued in payment of stock subscribed by it in said railway company, its certain bond No. 29, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 29.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a

certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 29 issued to said company.

29.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

20 And for a nineteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 30, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to di ers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 30.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the

proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 30 issued to said company.

30.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

21 And for a twentieth (20th) and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 31, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of

seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 31.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 31 issued to said company.

31.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a

valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

22 And for a twenty-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 32, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 32.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the

execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 32 issued to said company.

32.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

23 And for a twenty-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 33, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 33.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the

proper coupon hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 33 issued to said company.

33.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

24 And for a twenty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 34, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day

of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 34.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 34 issued to said company.

34.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

25 And for a twenty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 35, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 35.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 35 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

26 And for a twenty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 36, dated on the third day of September, A.D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 36.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

25 And for a twenty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 35, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 35.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 35 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

26 And for a twenty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 36, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 36.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 36 issued to said company.

36.]

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

27 And for a twenty-sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 37, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A.

D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 37.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on said bond No. 37, issued to said company.

37.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

28 And for a twenty-seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 38, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 38.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 38 issued to said company.

38.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration, it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

29 And for a twenty-eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 39, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 39.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April

and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of A. D. 187 , the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 39, issued to said company.

39.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

30 And for a twenty-ninth (29) and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 40, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or

bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 40.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the of , A. D. 187 , being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 40, issued to said company.

40.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

31 And for a thirtieth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 41, dated on the third day of Septemoer, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 41.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 41 issued to said company.

41.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

32 And for a thirty-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 42, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is is words and figures following, to wit:

No. 42.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 42 issued to said company.

42.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

33 And for a thirty-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 43, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum

of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 43.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 43 issued to said company.

43.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

34 And for a thirty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 44, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 44.] UNITED STATES OF AMERICA. [$1,000

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 44 issued to said company.

44.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

35 And for a thirty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 45, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 45.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 45 issued to said company.

45.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

36 And for a thirty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 46, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October,

A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 46.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county, in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 35.]

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 46 issued to said company.

46.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

37 And for a thirty-sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 47, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 47.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 47 issued to said company.

47.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

38 And for a thirty-seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said County and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 48, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 48.] UNITED STATES OF AMERICA. [$1,000

Marion County railroad-bond

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 48 issued to said company.

48.] GEORGE W. CAMP,
Chairman Board of Co. Commission

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars with interest thereon from the first day of October, A. D. 1873.

39 And for a thirty-eighth (38th) and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 49, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day

of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 49.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company or bearer thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 49 issued to said company.

49.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

40 And for a thirty-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 50, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 50.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company or bearer thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 50 issued to said company.

50.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

41 And for a fortieth (40th) and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. , dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 62.] UNITED STATES OF AMERICA. [$1.000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 62 issued to said company.

62.]

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

42 And for a forty-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for the stock subscribed by it in said railway company, its certain bond No. 67, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of Oc-

tober, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 67.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{ SEAL OF MARION COUNTY. }

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 67 issued to said company.

67.]

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D .1873.

43 And for a forty-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 68, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 68.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 68 issued to said company.

68.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 187 .

44 And for a forty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 69, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 69.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 69 issued to said company.

69.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

45 And for a forty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 70, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October,

A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 70.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railawy Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 70 issued to said company.

70.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

The said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

46 And for a forty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 71, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 71.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railroad Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on the third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 71 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

47 And for a forty-sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 72, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 72.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 72 issued to said company.

72.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

48 And for a forty-seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 73, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to

the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 73.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 73 issued to said company.

73.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

49 And for a forty eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 74, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 74.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 74 issued to said company.

74.] GEORGE W. CAMP,
Chairman Board Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

50 And for a forty-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 75, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 75.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

49 And for a forty eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 74, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 74.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 74 issued to said company.

74.] GEORGE W. CAMP,
Chairman Board Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

50 And for a forty-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 75, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 75.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 75 issued to said company.

75.]

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

51 And for a fiftieth (50) and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 76, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer,

the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 76.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 76 issued to said company.

76.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

52 And for a fifty-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 77, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 77.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 77 issued to said company.

77.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

53 And for a fifty-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 78, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 78.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the

proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 78 issued to said company.

78.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

54 And for a fifty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 79, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer,

the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 79.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the county of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 79 issued to said company.

79.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a

valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

55 And for a fifty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 80, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 80.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the Na-

tional Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 80 issued to said company.

80.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

56 And for a fifty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 81, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 81.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were

issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 81 issued to said company.

81.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for valuable consideration it was delivered to and became the property this plaintiff, who ever since has been and now is the lawful owner an holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

57 And for a fifty-sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 82, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 82.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 187 , being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 82 issued to said company.

82.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

58 And for a fifty-seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 83, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 83.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and

Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 83 issued to said company.

83.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

59 And for a fifty-eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 84, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 84. UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN.
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County, at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 84 issued to said company.

84.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

60 And for a fifty-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 85, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached which said bond is in words and figures following, to wit:

No. 85.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{ SEAL OF MARION COUNTY. }

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company or bearer thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 85, issued to said company.

85.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

61 And for a sixtieth (60) and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 86, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 86.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and

Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 86 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

62 And for a sixty-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 87, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 87.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{ SEAL OF MARION COUNTY. }

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 87 issued to said company.

87.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

63 And for a sixty-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, i sued, in payment for stock subscribed by it in said railway company, its certain bond No. 88, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company,

in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 88.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of the said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 88 issued to said company.

88.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

64 And for a sixty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 89, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 89.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and

Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 89 issued to said company.

89.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

65 And for a sixty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 90, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 90.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 90 issued to said company.

90.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

66 And for a sixty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 25, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 25.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 25 issued to said company.

25.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

67 And for a sixty-sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 26, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 26.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the Na-

tional Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretotore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 26 issued to said company.

26.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

68 And for a sixty seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 27, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 27.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the firs days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date,

and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.]

[35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 27 issued to said company.

27.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars,

69 with interest thereon from the first day of April, A. D. 1874.

And for a sixty-eighth and further cause of act on said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 28, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company,

in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 28.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 28 issued to said company.

28.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

70 And for a sixty-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 30, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 30.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a

certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 30 issued to said company.

30.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

71 And for a seventieth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 31, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 31.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the

proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 31 issued to said company.

31.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

72 And for a seventy-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of

seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 32.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 32 issued to said company.

32.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

73 And for a seventy-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 33, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 33.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 33 issued to said company.

33.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

74 And for a seventy-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 34, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 34.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupon hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 34 issued to said company.

34.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

75 And for a seventy-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 35, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day

of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 35.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 35 issued to said company.

35.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

76 And for a seventy-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 36, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 36.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 36 issued to said company.

36] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

77 And for a seventy-sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 37, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 37.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 37 issued to said company.

37.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

78 And for a seventy-seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 38, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A.

D. 1902. to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 38.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 38 issued to said company.

38.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

79 And for a seventy-eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 39, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 39.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 39 issued to said company.

39.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

80 And for a seventy-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 40, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 40. UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April

and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1 of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 40 issued to said company.

40.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

81 And for an eightieth (80th) and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 41, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or

bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 41.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 41 issued to said company.

41.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

82 And for an eighty-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 42, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 42.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 42 issued to said company.

42.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

83 And for an eighty-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 43, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 43.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 43 issued to said company.

43.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

84 And for an eighty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 44, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum

of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 44.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 44 issued to said company.

44.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty five dollars, with interest thereon from the first day of April, A. D. 1874.

85 And for an eighty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 45, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 45.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 45 issued to said company.

45.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

86 And for an eighty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 46, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 46.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 46 issued to said company.

46.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

87 And for an eighty-sixth (86th) and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 47, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October,

A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 47.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county, in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 47 issued to said company.

47.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

88 And for an eighty-seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. , dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 48.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 48 issued to said company.

48.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

89 And for an eighty-eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 49, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 49.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 49 issued to said company.

49.]

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

90 And for an eighty-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, issued, in payment for stock subscribed by it in said railway company, its certain bond No. 50, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day

of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 50.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board Co. Commissioners.

THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of April, A. D. 1874, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 50 issued to said company.

50.] GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1874.

91 There is now due to the plaintiff from the defendant on the coupons heretofore set out and described, the sum of three thousand one hundred and fifteen dollars, with interest on two thousand two hundred and forty dollars, at the rate of seven per cent. per annum, from the first day of October, A. D. 1873, and interest on eight hundred and seventy-five dollars at the rate of seven per cent. per annum from the 1st day of April, A. D. 1874, for which amount of $3,115.00, with interest as aforesaid, plaintiff asks judgment.

McCLURE & HUMPHREY,
Attys. for Plff.

(Endorsed:) No. 1086. Aaron Clarke vs. Board of Co. Commissioners Marion County. Petition filed August 21, 1874. A. S. Thomas, clerk.

Precipe.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for said district.

AARON CLARKE, PLFF.,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Marion, in the State of Kansas, deft. } Precipe for summons.

The clerk of said court will issue summons against defendant in the above-entitled action, directed to the marshal of said district of Kansas, and made returnable according to law.

McCLURE & HUMPHREY,
Attys. for Plff.

(Endorsed:) No. 1086. Aaron Clarke vs. The Board of County
92 Commissioners of Marion Co. Precipe for summons. Filed August 21, 1874. A. S. Thomas, clerk. McClure & Humphrey, attys. for plff.

Security for costs.

UNITED STATES OF AMERICA,
District of Kansas:

In the circuit court of the United States for said district.

AARON CLARKE, PLFF.,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF Marion County in the State of Kansas, defendant.

We, the undersigned, hereby undertake and bind ourselves on behalf

of the plaintiff in the above-entitled action, to become liable and pay to the clerk of said above-named court all costs that may accrue in said case.

Witness our hands this 19th of August, A. D. 1874, at Junction City, Kansas.

W. B. CLARKE.
JAMES STREETER.

Attest:
J. McCLURE.

(Endorsed:) No. 1086. Aaron Clark vs. Board of Co. Comrs. Marion County. Undertaking for costs. Filed August 21, 1874. A. S. Thomas, clerk.

And on this day, to wit, August 21st, 1874. The clerk of said court issued a writ of summons in said-entitled action, which said writ of summons, with the endorsements and marshal's return thereon, is in the words and figures following, to wit:

Summons.

Circuit court of the United States of America, district of Kansas, ss.

The United States of America to the marshal of the district of Kansas, greeting:

You are hereby commanded to notify the Board of County Commissioners of the county of Marion, in the State of Kansas, that it 93 has been sued by Aaron Clarke in the circuit court of the United States for the district of Kansas, and that unless it answers by the twentieth day of September, A. D. 1874, the petition of the said Aaron Clarke against it, filed in the clerk's office of the said court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this writ on the 31st day of August, A. D. 1874.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, at Topeka, in said district, this 21st day of August, A. D. 1874.

[SEAL.] A. S. THOMAS,
Clerk.

(Endorsed:) Suit brought for the recovery of money; amount claimed $3,115.00, with interest on two thousand two hundred and forty dollars from the first day of October, A. D. 1873, at the rate of 7 per cent. per annum, and interest on eight hundred and seventy-five dollars at the rate of seven per cent. per annum from the first day of April, A. D. 1874. McClure & Humphrey, attorneys for plaintiff.

No. 1086. Circuit court of the United States, district of Kansas. Aaron Clark vs. The Board of County Commissioners of the county of Marion, in the State of Kansas. Summons issued August 21st, 1874. Returnable August 31st, 1874. McClure & Humphrey, attorneys for plaintiff.

U. S. marshal's return.

DISTRICT OF KANSAS, *ss:*

Rec'd, the within writ August 21, 1874, and executed the same at Marion County, State & district of Kansas, on the 27th day of August,

1874, by delivering to Charles Barker, chairman, and Thos. W.
94 Bown, clerk of said within-named defendant, the Board of County Commissioners of the county of Marion, in the State of Kansas, each of them personally, a true and certified copy of the within writ of summons, with all of the endorsements thereon.

W. S. TOUGH,
U. S. Marshal,
By W. H. GILCHRIST,
Deputy.

Marshal's fees for service of writ on 2 persons, $4.00; travel 180 miles @ 6c, $10.80—$14.80.
Filed August 31st, A. D. 1874. A. S. Thomas, clerk.

And on this day, to wit, September 30th, 1874, the parties by their attorneys filed in the clerk's office of said court their mutual stipulation to extend time to answer in said-entitled action; which said stipulation is in words and figures following, to wit:

Stipulation.

In the circuit court of the United States for the district of Kansas.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Marion, State of Kansas. } No. 1068.

It is hereby agreed by the attorneys of the parties, plaintiff and defendants respectively, in the above-entitled cause, that the defendants shall have the right to file their answer or demurrer to the petition of the said plaintiff at any time prior to the 1st day of October, A. D. 1874, provided, however, such extension of time to answer shall not cause delay of the trial.

McCLURE & HUMPHREY,
Attorneys for Plaintiff.
L. F. KELLER,
Atty. for Defts.

(Endorsed:) No. 1086. Aaron Clarke vs. Board of Co. Com'rs Marion Co. Stipulation extending time for answer. Filed Sep. 30, 1874. A. S. Thomas, clerk.

95 And on this day, to wit, September 30, 1874, the defendant, by its attorneys, filed in the clerk's office of said court the answer in said entitled action, which said answer is in words and figures following, to wit:

Answer.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for said district.

AARON CLARKE, PLAINTIFF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas. } No. 1086. Answer.

And now, to wit, on this 30th day of September, A. D. 1874, comes

the defendants to the above-entitled action, The Board of County Commissioners of the County of Marion, in the State of Kansas, by L. F. Keller and Peters and Case, their attorneys, and for answer to each and every cause of action in said plaintiff's petition contained say:

1st. That they deny each and every material allegation contained in each and every cause of action in said petition set forth, except such as are hereinafter expressly admitted.

2nd. And for a second and further defense, said defendants say, that on the first day of July, A. D. 1871, the Kansas and Nebraska Railway Company became incorporated under the laws of the State of Kansas for the purpose of constructing and operating a railway and telegraph line, commencing at the north boundary-line of the State of Kansas at or near the point where the Big Blue River crosses said State line;
thence running southerly through the counties of Marshall, Riley,
96 Davis, Dickenson, Marion, Sedgwick, and Sumner, to the south
boundary-line of said State of Kansas, by the most practicable route, the length of said railway through said State of Kansas being about two hundred and twenty miles.

That afterwards, and on the 10th day of July, A. D. 1871, petitions were presented to the Board of County Commissioners of the County of Marion by the citizens & tax-payers of said county of Marion, asking said Board of County Commissioners to submit a proposition to the qualified electors of Marion County to subscribe for two thousand shares, of one hundred dollars each, of the capital stock of the said Kansas and Nebraska Railway Company, said stock to be paid for in thirty-years seven per cent. bonds of the county, said subscription to be made upon such terms as would secure the speedy construction of said road through said county, from its northern to its southern line, in and through said county, and by way of Marion Center and Peabody, in the direction of Wichita, in Sedgwick County.

That afterwards, and on the 10th day of July, A. D. 1871, the petitions of the citizens and tax-payers of said county of Marion were considered and acted upon by said Board of County Commissioners, and it was then ordered by said board that the question of the subscription by said county for two thousand shares of one hundred dollars each of the capital stock of the said Kansas and Nebraska Railway Company be submitted to the qualified electors of said county of Marion at a special election to be held on Tuesday, the 15th day of August, A. D. 1871, and
that if said vote should be in favor of said subscription, the same
97 should be made by the said Board of County Commissioners upon
the following terms, to wit, said stock to be paid for with the bonds of the county, payable thirty years after the date of their issuance, and bearing interest at the rate of seven per cent. per annum, payable annually; that work should be commenced on the northern line of said county within twelve months after the date of said subscription, and the road in operation to a connection with the Atchison, Topeka and Santa Fee Railroad at the village of Peabody, within three years after the dade of said subscription, and that when completed it should be as a continuous line from Junction City, and to be of the same *guage* as the Kansas Pacific Railway.

That afterwards, and on the 15th day of August, A. D. 1871, an election was held in said Marion County, at which election a vote was had by the qualified voters of said county on the proposition aforesaid, and that upon a canvas of the votes so cast at said election two hundred and ninety-four votes were cast in favor of said subscription by Marion County for two thousand shares, of one hundred dollars each, of the

said capital stock of said Kansas and Nebraska Railway Company, upon the following terms and conditions, to wit: Said stock to be paid for in the bonds of the county, payable thirty years after the date of their issuance, and to bear interest at the rate of seven per cent. per annum, payable annually, and that said bonds should be deliverable as follows, to wit: On the completion of the grading of said Kansas and Nebraska Railway from the north line of *of* the county to Marion Center, one half of said bonds should be due and deliverable to said Kansas and Nebraska Railway Company, and on the completion of said railway from Marion Center to the village of Peabody, seventy-five thousand of
98 said bonds should be due deliverable; and upon the completion of said Kansas and Nebraska Railway to the south line of said county, the residue of said bonds should be due and deliverable, and that one hundred and sixty-nine votes were cast against said proposition to subscribe, and the said proposition to so subscribe was declared carried, and the said Board of County Commissioners, on the 18th day of August, A. D. 1871, when said canvass was so made and declared, did enter on the record of the proceedings of said board that said subscription was then and thereby made by the board of said county for and in behalf of said county of Marion,

That said railroad company did complete the grading of its said line of road from the north line of Marion County to Marion Center, in accordance with the terms of said subscription, and that afterwards, and after said vote had so been had and delivered, and after said stock had so been subscribed, and after said Kansas and Nebraska Railway Company had so graded its line of road as aforesaid, and on or about the 23rd day of August, A. D. 1872, the said Kansas and Nebraska Railway Company, at a meeting of its directors held on said last-mentioned date, ordered that the charter of said company be amended by a new certificate, signed by a quorum of directors, so as to provide for a branch of the road running from some point in said Marion County, in a southerly direction through Butler and Cowley Counties, to the south line of the State of Kansas, and also for a branch at some point in Dickenson County, by way of Abilene, in a westerly direction, to the west line of the State of Kansas.

That afterwards, and on the fifth day of September, A. D. 1872, an amended charter of said company was filed in the office of the sec-
99 retary of state of the State of Kansas, re-incorporating said company under the name of the Kansas and Nebraska Railway Company, and that the purpose of said act of re-incorporation was for the construction, maintenance, and operation of a railway and telegraph line, commencing at the northern boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses said State line, thence running southerly through the counties of Marshall, Davis, Riley, Dickenson, Marion, Sedgwick, and Sumner, to the south boundary-line of the said State of Kansas, by the most practicable route, the length of said railway through said State of Kansas being about two hundred and twenty miles, with a branch commencing at some point in Marion County and running in a southerly direction through the counties of Butler and Cowley to the southern line of the State of Kansas, the length of said branch being about seventy miles; also, with a branch commencing at some point in Dickenson County and running in a westerly direction through the counties of Dickenson, Saline, Ottawa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, and the unorganized territory of the State, to the western or northern line thereof, the length of said branch being about three hundred and fifty miles.

That after the said Kansas and Nebraska Railway Company had so amended its charter, and had been so re-incorporated, the said company applied to the said Board of County Commissioners for the delivery of the said one hundred thousand dollars of the bonds of said Marion County, due and deliverable to the Kansas and Nebraska Railway Company, as incorporated and doing business for the purposes and objects set
100 out and embraced in its said charter, then in force at the time said vote and subscription were had and made.

That upon said application by the said company to said Board of County Commissioners, the said Board of County Commissioners then and there delivered to said Kansas and Nebraska Railway Company, so re-incorporated as aforesaid, certain pretended bonds of the said county of Marion, signed only by the chairman of said board and attested by the county clerk of said Marion County, said pretended bonds being one hundred in number, for one thousand dollars each, and numbered respectively from one to one hundred, inclusive, each dated the 3rd day of September, A. D. 1872, and each due and payable thirty years and twenty-seven days after the date thereof, or thirty years after the 1st day of October, A. D. 1872, and each bearing seven per cent. interest, and each pretended bond having coupons attached to represent the semi-annual payment of interest on each of said pretended bonds; said interest payable on the first days of April and October of each year, and the principal and interest of each payable at the office of the National Trust Company, in the city of New York.

That the pretended bonds and coupons set out in plaintiff's petition, in the various counts therein contained, numbered respectively from one to eighty-six, are a portion of the said one hundred pretended bonds of one thousand dollars each, delivered by said Board of County Commissioners to the said Kansas and Nebraska Railway Company as aforesaid, and that each and every one of said pretended bonds and coupons described in said plaintiff's petition were issued by said Board of County Commissioners, and delivered to said Kansas and Nebraska Rail-
101 way Company under the various resolutions, limitations, and conditions hereinbefore set forth.

That upon the delivery of said pretended bonds and coupons to said railway company, so re-incorporated as aforesaid, by said Board of County Commissioners as aforesaid, the said railway company quit all work upon the line of its said road and has done and accomplished nothing since that time towards the building and completion of the said line of railway as provided and contemplated in said vote had and said subscription made, and that to complete said road according to the terms of said vote and subscription would require the expenditure of at least one million of dollars.

That the time for the completion of said road, to wit, the 23rd day of August, A. D. 1874, by the said railway company has elapsed, and that said railway company now known as the St. Joseph, Kansas & Texas Pacific Railway Company is insolvent and unable to complete said road or any part thereof.

That said defendants aver and charge it to be true that said pretended bonds so delivered by said Board of County Commissioners were intended for and voted to the said Kansas and Nebraska Railway Company, a railway corporation then existing and claiming to have for its sole and only object and purpose the construction, maintenance, and operation of a line of railway and telegraph from a point commencing at the north boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses said State line, thence running southerly through the

counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick,
102 and Sumner, to the southern boundary-line of the State of Kansas, by the most practicable route; the length of said railway through said State of Kansas being about two hundred and twenty miles, and that the qualified electors so voting in favor of said proposition to subscribe to the stock of said railway company did not intend to favor or want the said subscription to be made and said bonds delivered to any other, different, or more extended line of railway. And that said wants, desires, and wishes of said electors are shown by the charter of said Kansas and Nebraska Railway Company then and at the time of said vote and subscription in force, and being as also by said proposition so submitted to be voted upon as hereinbefore set forth. And that the delivery of said bonds to the Kansas and Nebraska Railway Company as re-incorporated and acting under a new and different charter, and having for its objects and purposes the construction, operation, and maintenance of a railway and telegraph-line commencing at the north boundary-line of the State of Kansas at or near the point where the Big Blue River crosses the said State line of Kansas, thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner, to the south boundary-line of the said State of Kansas, by the most practicable route, the length of said road or railway being about two hundred and twenty miles, with a branch commencing at some point in Marion County and running in a southerly direction through the counties of Butler and Cowley to the southern boundary-line of the said State of Kansas, the length of said branch being about seventy miles; also a branch commencing at some point in Dickenson County and
103 running in a westerly direction through the counties Dickenson, Saline, Ottawa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, and the unorganized territory of the State of Kansas, to the western or northern boundary-line of said State, the length of said branch being about three hundred and fifty miles, was contrary to the vote so taken, contrary to the proposition so submitted to qualified voters, and against the wishes of said electors and in fraud of their rights, and in fraud of the rights of the tax-payers of the said county of Marion, and therefore void. That said delivery of said bonds was made to the Kansas and Nebraska Railway Company, so re-incorporated as aforesaid, without any vote or subscription first being had or made by the qualified electors of said Marion County to said company so re-incorporated for the purposes and objects aforesaid, and that such delivery was in consequence thereof unauthorized, fraudulent, and void. And the said pretended bonds so delivered were also in consequence thereof unauthorized, fraudulent, and void.

And the defendants further allege and charge it to be true that each and every one of the pretended bonds in said plaintiff's petition set out are made due and payable more than thirty years after the date of said bonds, contrary to law, and in violation of the statute in such case made and provided. That said pretended bonds, and each and every one of them, in the various counts in said plaintiff's petition described, are dated the 3rd day of September, A. D. 1872, and are due and payable thirty years after the 1st day of October, A. D. 1872, it being thirty years and twenty-seven days after the date of their issuance. And that the act of said board in so issuing said bonds payable for a longer
104 period than thirty years was beyond the scope of the powers of said board, in violation of law, and void.

And the said defendants further aver and charge it to be true that

said bonds, according to the vote had as aforesaid, were, when issued, to bear seven per cent. interest per annum payable annually. And the said pretended bonds when issued and delivered were made to bear interest payable semi-annually on the 1st days of April and October of each year, thereby inflicting upon the citizens and tax-payers of Marion County greater burdens and hardships and expenses than was authorized by them in the vote so had as aforesaid.

3rd. And for a third and further defense defendants say that the said coupons, in the various counts of said plaintiff's petition described, were not delivered to said plaintiff as in said county set forth, but that plaintiff obtained each and every one of said coupons without having paid a valuable consideration therefor.

Defendants further deny that said plaintiff is an innocent and bona fide owner and holder of said coupons; but they aver that said plaintiff obtained the said coupons with full knowledge of all the facts in the premises and well knew when he so obtained them that the said pretended bonds and coupons were issued by said Board of County Commissioners, contrary to the terms of the proposition submitted to the qualified electors of Marion County as hereinbefore set forth, and well knew that the issuance of said pretended bonds and coupons in his said petition described was unauthorized by law, and contrary to the provisions of the statute in such cases made and provided, and in fraud of
105 the rights of the tax-payers of the said county of Marion.

Wherefore, in consideration of the premises said defendants say that said plaintiff ought not to have this his said action against them, and that they be allowed to go hence with their costs herein expended.

L. F. KELLER, & PETERS, & CASE,
Attorneys for Defts.

(Endorsed:) No. 1086. Aaron Clarke vs. The Board Co. Com'rs. Marion County. Answer. Filed Sept. 30, 1874. A. S. Thomas, clerk. Keller & Peters & Case, attys. for defendants.

106 And on this day, to wit, Oct. 6th, 1874, the plaintiff, by his attorneys, filed in the clerk's office of said court his demurrer in said-entitled action, which said demurrer is in the words and figures following, to wit:

Demurrer.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for said district.

AARON CLARKE, PLFF.,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas, deft. } Demurrer.

And the said Aaron Clarke, plaintiff, now comes and demurs to the answer of the said defendant, and for grounds of demurrer says:

That the facts stated in said answer do not constitute a defence to the action of the said plaintiff, and therefore prays judgment as in his said petition asked for.

McCLURE & HUMPHREY,
Attys. for Plaintiff.

(Endorsed:) No. 1086. Aaron Clark vs. Marion County. Demurrer. Filed October 6, 1874. A. S. Thomas, clerk. McClure & Humphrey, attys. for plff.

And on this day, to wit, Nov. 30, 1874, the parties, by their attorneys, filed in the clerk's office of said court their stipulation in said-entitled action, which said stipulation is in the words and figures following, to wit:

Stipulation.

In the circuit court of U. S., Nov. term, 1874.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS
107 of Marion County.

It is agreed to by and between the attorney of the plaintiff and defendant, respectively, in above case, that defendant's attorney may take the answer from the files in the clerk's office in said court for the purpose preparing an amended answer upon condition that said answer be returned and filed in this court within 30 days from this 30th day of November, A. D. 1874.

McCLURE & HUMPHREY, *Attys. for Plff.*
KELLER, PETERS & CASE, *Atty'. for Defts.*

(Endorsed:) No. 1086. Aaron Clarke vs. Marion County. Stipulation. Filed Nov. 30, 1874. A. S. Thomas, clerk.

And on this day, to wit, Friday, November 27th, 1874, in the November term, A. D. 1874, of said court, in the record of the proceedings thereof, is the following entry, to wit:

Journal entry.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion. } 1086.

Now on this day comes the plaintiff herein, by McClure & Humphrey, his attorneys, and the said defendant, by L. F. Keller and Peters & Case, its attorneys; and the said cause came on to be heard on the demurrer of the plaintiff to the answer of defendant filed herein, and, being argued by counsel, is submitted to the court.

Journal entry.

MONDAY, *November 30th*, 1874.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMRS. OF THE County of Marion, State of Kansas. } 1086.

108 And now, to wit, on this 30th day of November, A. D. 1874, and of the Nov. term of the circuit court of the United States for

the district of Kansas the seventh judicial day, this cause came on to be heard upon the demurrer of plaintiff to defendants' answer; and, after hearing arguments of counsel, it is considered and adjudged by the court that the said demurrer be overruled; whereupon defendant asked leave to file an amended answer within thirty days from this date; and plaintiff asked thirty days from the filing of said answer in which to file a reply; which is accordingly granted, and this cause is continued until the next term of this court.

And on this day, to wit, December 18th, 1874, the defendant, by its attorneys, filed in the clerk's office of said court its amended answer in said-entitled action; which said answer is in the words and figures following, to wit:

Amended answer.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the United States circuit for the district of Kansas, Nov. term, A. D. 1874.

AARON CLARKE, PLAINTIFF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas, defendant.
No. 1086. Amended answer.

And now, to wit, on this day of December, A. D. 1874, come the defendants in the above-entitled action, The Board of County Commissioners of the County of Marion, in the State of Kansas, by L. F. Keller and Peters & Case, their attorneys, and file this their amended answer to the petition of the said plaintiff in said action.

And for their first ground of defense to said action, say:

109 I. That they deny each and every material allegation contained in each and every alleged cause of action in said plaintiff's petition set forth, except such as are hereinafter expressly admitted.

II. And for a second and further defense to said action, said defendants allege that on the 1st day of July, A. D. 1871, the Kansas and Nebraska Railway Company became incorporated under the laws of the State of Kansas, for the purpose of constructing and operating a railway and telegraph-line, commencing at the north boundary-line of the State of Kansas at or near the point where the Big Blue River crosses said State line; thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner to the south boundary-line of said State of Kansas, by the most practicable route, the length of said line through the State of Kansas being about two hundred and twenty miles.

That afterwards, and on the 10th day of July, A. D. 1871, certain petitions of the citizens and tax-payers of the county of Marion were presented to the Board of County Commissioners of the said county of Marion, asking said Board of County Commissioners to submit a proposition to the qualified electors of said county of Marion to subscribe for two thousand shares of one hundred dollars each of the capital stock of the said Kansas and Nebraska Railway Company; said stock to be paid for in thirty-years seven per cent. bonds of the county of Marion; said

subscription to be made upon such terms as would secure the speedy construction of said railway through said county of Marion, from its northern to its southern line, via and through said county and by
110 way of Marion Center and Peabody, in the direction of Wichita, in Sedgwick County.

That afterwards, and on the 10th day of July, A. D. 1871, the petition of the citizens and tax-payers of said county of Marion were considered and acted upon by said board of county commissioners of said county of Marion, and it was then ordered by said county board that the question of the subscription by said county for ten thousand shares of the capital stock of the said Kansas and Nebraska Railway Company be submitted to the qualified electors of said county of Marion at a special election to be held on Tuesday, the 15th day of August, A. D. 1871, and that if said vote should be in favor of said subscription, the same should be made by the said board of county commissioners, upon the following terms, to wit: said subscription to be paid for with the bonds of the county, payable thirty years after the date of their issuance, and bearing interest at the rate of seven per cent. per annum, payable annually; that work should be commenced on the northern line of said county, within twelve months after the date of said subscription, and the road to be in operation to a connection with the Atchison, Topeka & Santa Fé Railway, at the village of Peabody, within three years after the date of the subscription, and that when completed it should be a continuous line from Junction City, and to be of the same gu*a*ge as the Kansas Pacific Railway.

That afterwards, and on the 15th day of August, A. D. 1871, an election was held in said Marion County, at which election a vote was had by the qualified electors of said county on the proposition aforesaid, and that upon a canvass of the votes cast at said election, two hundred and ninety-four votes were found to have been cast in favor of the said subscription by Marion County, for two thousand shares
111 of one hundred dollars each, of the capital stock of said Kansas and N*a*braska Railway Company, upon the following terms, to wit: said stock to be paid for in the bonds of the county, payable thirty years after the date of their issuance, and to bear interest at the rate of seven per cent. per annum, payable annually; and that said bonds should be due and deliverable as follows, to wit: on the completion of the grading of said Kansas and Nebraska Railway from the north line of the county of Marion to Marion Center, one-half of said bonds should be due and deliverable to said Kansas and Nebraska Railway Company, and upon completion of said Railway from Marion Center to the village of Peabody, seventy-five thousand dollars of said bonds should be due and deliverable, and upon the completion of said Kansas and Nebraska Railway to the south line of said county the residue of said bonds should be due and deliverable. Provided that before any county bonds shall be issued and delivered to said railway company, said company should execute a good and sufficient bond to said county, conditioned for the completion of said railway according to the terms of the said proposition, and that one hundred and sixty-nine votes were cast against said proposition to so subscribe, and the said proposition to so subscribe was declared carried.

And the said board of county commissioners, on the 18th day of August, A. D. 1871, when said canvass was *to* made and declared, did enter upon the records of the proceedings of said board that said subscription was then and there thereby made by the board of said county for and on behalf of said county of Marion.

That said board did then and there elect one C. O. Fuller a
112 member of said board to make said subscription upon the books of railway company in its office in Junction City, Davis County, Kansas; that said C. O. Fuller did, in pursuance of his said election, enter the said subscription upon the books of said railway company, in its office in Junction City, Davis County.

That afterwards said Kansas and Nebraska Railway Company commenced work upon its said line of road, on the north line of said Marion County, and graded said road from the north line of said county to Marion Center; and afterwards, and before said vote had so been had and declared, and after said subscription to the capital stock of said Kansas and Nebraska Railway Company had been entered upon the books of said company, and after said railway company had so graded its line of road as aforesaid to Marion Center, from the north line of said county, and on or about the 23rd day of August, A. D. 1872, the said Kansas and Nebraska Railway Company, at a special meeting of its directors held on said last-mentioned date, at Junction City, in Davis County, Kansas, ordered that the charter of said company be amended by a new certificate signed by a quorum of directors so as to provide for a branch of the road, running from some point in Marion County in a southerly direction, through the counties of Butler and Cowley to the south boundary-line of the State of Kansas; and also for a branch at some point in Dickenson County, by way of Abilene, in a westerly direction, to the west line of the State of Kansas.

That afterwards, and on the 5th day of September, A. D. 1872, an amended charter of said Railway Company was filed in the office
113 of the secretary of state of the State of Kansas, re-incorporating said company under the name of the Kansas and Nebraska Railway Company, and that the purpose of said act of incorporation was the construction, maintainance, and operation of a railway and telegraph line, commencing at the northern boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses said State-line; thence running southerly through the counties of Marshall, Davis, Riley, Dickenson, Marion, Sedgwick, and Sumner, to the south boundary-line of the State of Kansas, by the most practicable route; the length of said railway through the State of Kansas being about two hundred and twenty , with a branch commencing at some point in Marion County, and running in a southerly direction through the counties of Butler and Cowley, to the south boundary of the State of Kansas, the length of said branch being about 70 miles; also with a branch commencing at some point in Dickenson County, and running in a westerly direction through the counties of Dickenson, Saline, Ottawa, Cloud, Mitchell, Osborn, Smith, Phillips, and Norton, and the unorganized territory of the State, to the western and northern line thereof, the length of said branch being about three hundred and fifty miles.

That after the said Kansas and Nebraska Railway Company had so amended its charter, and had been so re-incorporated, the said company applied to the said board of county commissioners of the county of Marion for the delivery of the said one hundred thousand dollars of the bonds of said Marion County due and deliverable to the Kansas and Nebraska Railway Company, as incorporated and doing business
114 for the purposes and objects set out and embraced in its said charter then in force at the time said vote and subscription was had and made.

That upon said application by said railway company, so re-incorporated, to said Board of County Commissioners, the said Board of County

Commissioners then and there delivered to said Kansas and Nebraska Railway Company, to re-incorporate, certain pretended obligations, purporting to be bonds of Marion County, one hundred in number, for one thousand dollars each, and numbered respectively from one to one hundred, inclusive, and each dated on the 3rd day of September, A. D. 1872, and each due and payable on the 1st day of October, A. D. 1902, bearing interest at the rate of seven per cent. per annum, and principal and interest payable at the office of the National Trust Company, in the city of New York.

And defendants aver that the pretended bonds set out in the various counts of the plaintiff's petition, and numbered respectively from one to eighty-six, are a portion of the said one hundred pretended obligations, of one thousand dollars each, delivered by said Board of County Commissioners to said Kansas and Nebraska Railway Company as aforesaid.

Said defendants further aver and charge it to be true that the meeting aforesaid of the directors of the Kansas and Nebraska Railway Company, held at Junction City, in Davis County, on the 23rd day of August, A. D. 1872, as aforesaid, and at which said meeting the charter of said Kansas and Nebraska Railway Company was ordered amended, as hereinbefore set forth, was a special meeting, and that no notice of said meeting was ever given to the Board of County Commissioners of
115 said Marion County, or to any person legally authorized to represent the interests of said county at the meetings of the directors of said railway company.

That said Marion County was not represented at said special meeting by any one legally authorized to appear for and on behalf of said county; that the said amendment to the charter of said Kansas and Nebraska Railway Company was ordered to be made without the knowledge or consent of the citizens and tax-payers of said Marion County, and without the knowledge or consent of the said Board of County Commissioners of said county.

That the re-incorporation of said Kansas and Nebraska Railway Company, hereinbefore set forth, by which provision was made for the construction and maintainance of a branch road, running from some point in Marion County southerly through the counties of Butler and Cowley to the south boundary-line of the State, the length of said branch being about seventy miles; and for a branch running from some point in Dickenson County westerly through the counties of Dickenson, Saline, Ottawa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, and the unorganized territory of the State of Kansas, to the western or northern line thereof, the length of said branch being about three hundred and fifty miles, was effected without the knowledge or consent of the tax-payers and citizens of said Marion County, and without the knowledge or consent of the Board of County Commissioners of said county. That at the time the said pretended obligations of said Marion County were delivered by said Board of County Commissioners as aforesaid to said Kansas and Nebraska Railway Company, so re-incorporated
116 as aforesaid, the said Board County Commissioners did not know that said Kansas and Nebraska Railway Company had then been re-incorporated, and did not then know that the charter of said railway company in force at the time the subscription to the capital stock of said railway company was made by said Board of County Commissioners had been amended so as to provide for an additional and more extended line of road.

And said defendants aver that the bonds voted by the qualified electors and tax-payers of said Marion County, as specified in the proposi-

tion so submitted to the voters of said county as aforesaid, were voted to and intended for the said Kansas and Nebraska Railway Company, a railway corporation then existing, and claiming to have for its sole and only object and purpose the construction, maintenance, and operation of a railway and telegraph line from a point commencing at the north boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses said State line; thence running southerly, through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner, to the south boundary-line of said State of Kansas, by the most practicable route, the length of said railway through the State of Kansas being about two hundred and twenty miles, and that the qualified electors so voting in favor of the proposition to subscribe to the capital stock of said railway company did not intend to favor or want the said subscription to be made and said bonds delivered to any other and different or more extended line of railway, and that said wants, desires, and intentions of said electors are shown by
117 the charter of said Kansas and Nebraska Railway Company then in force and being, as also by said proposition so submitted to be voted upon as hereinbefore set forth, and that the delivery of the said pretended obligations, purporting to be the bonds of Marion County, to the Kansas and Nebraska Railway Company as re-incorporated, and doing business under a new and different charter, and having for its object and purposes the construction, operation, and maintenance of a railway and telegraph line commencing at the north boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses said State line; thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner, to the south boundary-line of said State, by the most practicable route, the length of said road being about two hundred and twenty miles, with a branch commencing at some point in Marion County, and running southerly through the counties of Butler and Cowley to the south boundary-line of the said State of Kansas, the length of said branch being about seventy miles; also a branch commencing at some point in Dickenson County, and running in a westerly direction through the counties of Dickenson, Saline, Ottawa, Cloud, Mitchell, Osborn, Smith, Phillips, and Norton, and the unorganized territory of the State of Kansas, to the western or northern line thereof, the length of said branch being about three hundred and fifty miles, was contrary to the vote so taken, contrary to the proposition so submitted to the qualified voters of said Marion County, and against the wishes of said electors, in fraud of the rights of the tax-payers of said county of Marion, and to the
118 prejudice of the best interests of said county.

And defendants further aver that a majority of the voters of said Marion County, at the time said proposition to subscribe to the capital stock of said Kansas and Nebraska Railway Company was submitted to them, would not have voted for said proposition to so subscribe if said charter of said railway company had provided for a branch from some un'amed and indefinite point in Marion County, running in a southerly direction through the counties of Butler and Cowley to the south boundary-line of the State of Kansas, the length of said branch being about seventy miles; and for a branch commencing at some unnamed and indefinite point in Dickenson Counties, running in a westerly direction through the counties of Dickenson, Saline, Ottawa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, and the unorganized territory of the State of Kansas to the western or northern line thereof, the length of said branch being about three hundred and fifty miles.

The said defendants further aver that said delivery of said pretended obligations, purporting to be bonds of Marion County, was made by said Board of County Commissioners of said county to the Kansas and Nebraska Railway Company so re incorporated as aforesaid, without any vote or subscription first being had or made by the qualified electors of said Marion County to said company so re-incorporated for the purpose and objects aforesaid, and that such delivery was in consequence thereof unauthorized, fraudulent, and void, and the said pretended obligations so delivered were also in consequence thereof unauthorized, fraudulent, and void.

119 III. And for a third and further defense said defendants aver, and charge it to be true, that said Kansas and Nebraska Railway Company, so re-incorporated as aforesaid, unlawfully and fraudulently obtained from the said board of county commissioners the said pretended obligations, purporting to be bonds of Marion County, by misrepresentations and by fraudulently concealing from said Board of County Commissioners, and from the citizens and tax-payers of said county, the fact that said Kansas and Nebraska Railway Company had then been re-incorporated, and that the charter of said railway company had then been amended providing for an additional and more extended line of road.

Said defendants further aver that when said railway company applied to said county board for the said one hundred thousand dollars of bonds as aforesaid, said company presented a bond to said Board of County Commissioners signed by said Kansas and Nebraska Railway Company, as re-incorporated, by its then president, Robert McBratney, and by its then secretary, G. B. Dug, and attested by its corporate seal, and with one Sherburn & Co., W. Sherburn, Allen J. Cheney, R. McBratney, G. B. Dug, A. C. Pierce, and Hiram F. Hale as its sureties thereon, conditioned in the sum of two hundred thousand dollars that said Kansas and Nebraska Railway Company would fully complete, stock, and put in running order said railway from Junction City to Peabody, in Kansas, on or before the 23rd day of August, A. D. 1874, and would fully and completely comply with all the conditions of the said subscription, as the same appears upon the records of the said county of Marion, and as hereinbefore set forth; that upon said application for said bonds, said company, to induce said board to accept and approve said bond so executed by it, and to deliver to said company the

120 said bonds of said county, falsely and fraudulently represented to said board of county commissioners that the security offered in said bond was good and sufficient security to said county for that amount, and that said company was, with the security offered by it, good and sufficient for the sum of two hundred thousand dollars, the amount of said bond, and that said company would speedily build and complete said road as contemplated in said proposition so submitted to a vote as aforesaid, and upon which said subscription was made, and that said company desired to obtain said bonds for the purpose of obtaining more means to complete said road. That said board, moved by said false and fraudulent pretences and representations of said company, then and there made, approved said bond, and then and there delivered to said Kansas and Nebraska Railway Company so re-incorporated the certain pretended obligations, purporting to be bonds of Marion County, as hereinbefore stated; said defendants further allege that said bond for two hundred thousand dollars, executed by said company and said sureties, is now, and has at all times since the execution thereof been, valueless and worthless, and out of which nothing could or can be made, and

by which no security is obtained, by reason of the utter insolvency and financial inability of said company and the financial inability of each of said sureties on said bond.

Said defendants further aver, and charge it to be true, that said Kansas and Nebraska Railway Company, at the time said pretended obligations, purporting to be bonds of Marion County, were delivered

121 to said railway company by said Board of County Commissioners as aforesaid, had done no work upon its said line of road save the grading of that portion thereof between Marion Center and the north line of said county of Marion, as hereinbefore set forth, a strip not exceeding eighteen miles in length, and at an expense of not exceeding eighteen thousand dollars; and that said railway company had then, at that time, done nothing towards connecting said grading with Junction City, and had done nothing towards building or completing any other portion of its said line of road, but said railway company had done only so much work upon its said line of road as would entitle it to claim from the Board of County Commissioners of the County of Marion the first installment of one hundred thousand dollars of bonds so voted to said company by the electors of said county as aforesaid.

Said defendants further aver, and charge it to be true, that said Kansas and Nebraska Railway Company graded that portion of its said line between Marion Center and the north line of said Marion County for the sole and only purpose of obtaining from said Marion County the said one hundred thousand dollars of its bonds, so voted as aforesaid, and never intended, when it did the grading aforesaid and when it obtained the said pretended obligations from said Board of County Commissioners as aforesaid, to do any more work upon its said line of road, and never intended to do anything more towards completing said railroad in accordance with the terms of the proposition submitted to the qualified voters of Marion County as aforesaid and the subscription of said county to the capital stock of said railway company, so made as aforesaid.

122 Said defendants further aver that upon the delivery of said pretended obligations to said Kansas and Nebraska Railway Company, so re-incorporated as aforesaid, by said Board of County Commissioners as aforesaid, the said railway company ceased and quit all work upon the line of its said road, and has done and accomplished nothing since that time towards the building and completing of said line of railway, as provided and contemplated in said vote had and said subscription made; and that to complete said railroad according to the terms of said vote and said subscription would require the expenditure of at least one million dollars.

That the time for the completion of said railway, to wit, the 23rd day of August, A. D. 1874, by the said railway company, has elapsed, and that said railway company, now known as the St. Joseph, Kansas and Texas Pacific Railway Company, is totally insolvent and unable to complete said railway or any part thereof.

IV. And for a fourth and further defense to said action, said defendants say that the pretended obligations and coupons set out in the various counts of said plaintiff's petition, and described therein as the bonds and coupons of Marion County, are not the bonds and coupons of Marion County, and were not issued by the said county of Marion, as alleged in said plaintiff's petition, but defendants allege that the said pretended obligations in said petition described as the bonds of said county of Marion were issued and signed by the chairman of the Board of County Commissioners of said county only, and attested by the

123 county clerk of said county, and were not signed by any other member of said County Board, contrary to the statute in such cases made and provided, and are consequently illegal and void.

V. And for a fifth and further defense said defendants allege that by the terms of the proposition so acted upon by the qualified electors of said Marion County, hereinbefore set forth, as well as by the terms of the subscription to the capital stock of the said Kansas and Nebraska Railway Company, so made as aforesaid by said Board of County Commissioners of the said county of Marion, said stock was to be paid for with the bonds of said county, bearing interest at the rate of seven per cent. per annum, payable annually; and defendants aver that the said pretended obligations, purporting to be bonds of Marion County, set out in said plaintiff's petition and issued to said Kansas and Nebraska Railway Company, as hereinbefore set forth, had coupons attached providing for the payment of the interest thereon in semi-annual payments on the 1st days of April and October of each year respectively, contrary to the terms of the proposition so voted upon as aforesaid, *contrary to the terms of the proposition so voted upon as aforesaid*, and in violation of the statutes in such case made and provided, and were in consequence thereof illegal and void.

VI. And for a sixth and further defence said defendants allege that by the terms of the propositions so voted upon by the qualified electors of said Marion County as aforesaid, and by the terms of the sub-

124 scription so made by the County Commissioners of said county of Marion to the capital stock of the said Kansas and Nebraska Railway Company as aforesaid, said stock was to be paid for with the bonds of said county, payable at a period of time not longer than thirty years from the date thereof; and defendants aver that the pretended obligations so issued as aforesaid by the Board of County Commissioners of said county of Marion to the said Kansas and Nebraska Railway Company in payment for the first one thousand shares of the capital stock of said railway company, and of which said pretended obligations the bonds and coupons set out in said plaintiff's petition are a part, were dated the 3rd day of September, A. D. 1872, and were made payable on the 1st day of October, A. D. 1902, being thirty years and twenty-seven days after the date thereof, contrary to the proposition submitted to the electors of said county as aforesaid, contrary to the terms of the subscription so made by said Board of County Commissioners as aforesaid, in violation of the statute in such case made and provided, and were in consequence thereof illegal and void.

VII. And for a seventh and further defense, said defendants aver that said plaintiff is not an innocent and bona-fide holder of the pretended obligations set out in the various counts of his said petition, purporting to be bonds and coupons of said Marion County, and that plaintiff is not the legal owner of the same; but defendants charge the fact to be that said plaintiff obtained each and every one of said pretended bonds and coupons after the maturity of said coupons, and

125 after the payment of the interest due upon said pretended bonds, as represented by the coupons set out in said plaintiff's petition, had been demanded of and refused by the treasurer of said county of Marion; and defendants further aver that the plaintiff obtained each and every one of said pretended bonds and coupons set out in his said petition with full knowledge of all the facts concerning their issuance, with full knowledge that the said pretended bonds were issued by said County Board of Marion County to another and different corporation than the one they were voted to, with full knowledge that said bonds were issued

to a corporation having different objects and purposes in view than the corporation to which they were voted, with full knowledge of the fact that said proposition voted upon by the qualified electors of said county of Marion provided that bonds should be issued to the Kansas and Nebraska Railway Company, bearing interest at the rate of seven per cent. per annum, payable annually, and that the pretended bonds so issued by the said Board of County Commissioners of said county of Marion had coupons attached providing for the payment of interest semi-annually, and well knew that said proposition, so voted upon by the qualified electors of said county of Marion, provided that bonds should be issued to said Kansas and Nebraska Railway Company for a period not exceeding thirty years from the date of their issuance, and well knew that said pretended bonds were made payable thirty years and twenty-seven days after their date, and well knew that said pretended obligations had been obtained from the Board of County Commissioners of said county of Marion by said Kansas and Nebraska Railway Company, after it
126 had been so re-incorporated, by misrepresentations and by a fraudulent concealment of said re-incorporation, and well knew that said pretended bonds of Marion County were not issued by the Board of County Commissioners of said county, but were only issued and signed by the chairman of said board, and were not signed by any other member thereof, and well knew that the issuance of said pretended bonds and coupons was unauthorized by law, and contrary to the provisions of the statute in such cases made and provided, and in fraud of the rights of the tax-payers of the said county of Marion.

VIII. Said defendants further allege and show unto the court that said Kansas and Nebraska Railway Company was re-incorporated when it received the said pretended obligations of said Marion County from the said Board of County Commissioners of said county as aforesaid, delivered in exchange therefor to said Board of County Commissioners certificates of stock for one thousand shares of the capital stock of the said Kansas and Nebraska Railway Company.

And defendants further allege that in a certain action now pending and undetermined in the district court of Davis County, State of Kansas, wherein the Board of County Commissioners of the said county of Marion are plaintiffs and *and* the St. Joseph, Kansas and Texas Pacific Railway Company, formerly the Kansas and Nebraska Railway Company, and others, are defendants, the said Board of County Commissioners of the said county of Marion as plaintiffs in said action, for and on behalf of said Marion County, tendered in said action the said one
127 thousand shares of the capital stock of said Kansas and Nebraska Railway Company to be then returned to said railway company, or otherwise disposed of as the said court should deem proper; and said defendants, as the board of county *of county* commissioners of said county of Marion, allege that they, for and on behalf of the said county of Marion, did in said action relinquish all claim to the said one thousand shares of capital stock of the said Kansas and Nebraska Railway Company, and that said county of Marion has not now any interest in or claim upon said stock.

Wherefore, in consideration of all the premises, the said defendants say that said plaintiff, ought not to have this action against them, and therefore the' pray that they be allowed to go hence with their costs herein expended.

L. F. KELLER AND PETERS & CASE.
Atty's for Def't's.

(Endorsed:) No. 1086. Aaron Clark v. The Board of Co. Comrs. of Marion County. Amended answer. Filed Dec. 18, 1874. A. S. Thomas, clerk. Keller & Peters & Case, atty's for deft's.

And on this day, to wit, Jan'y 7th, 1875, the plaintiff, by his attorneys, filed in the clerk's office of said court his reply in said entitled action; which said reply is in the words and figures following, to wit:

Reply.

UNITED STATES OF AMERICA
District of Kansas, ss.

In the circuit court of the United States for said district of Kansas.

AARON CLARKE, PLAINTIFF,
128 *vs.*
THE BOARD OF COUNTY COMMISSIONERS of the county of Marion, in the State of Kansas, defendants. } Reply to amended answer.

1. And now comes the plaintiff, Aaron Clarke, by McClure and Humphrey, his attorneys, and for reply to the amended answer of the defendants in the above-entitled action says that he denies each and every allegation therein contained, except as hereinafter expressly admitted.

2. The plaintiff admits that on or about the 1st of July, A. D. 1871, the Kansas and Nebraska Railway Company became incorporated under the laws of the State of Kansas for the purpose of constructing and operating a railroad through the counties mentioned in defendants' answer.

3. That on the 10th of July, A. D. 1871, certain petitions of the citizens and tax-payers of the county of Marion were presented to the board of county commissioners of said Marion County, asking said board to submit a proposition to the qualified electors of said county to subscribe for two thousand shares, of one hundred dollars each, of the capital stock of the said Kansas and Nebraska Railway Company, to be paid for in thirty-years seven per-cent bonds of the county of Marion, for the construction of a railroad through said Marion County from its northen to its southern line.

4. That on the 10th of July, A. D. 1871, the petitions of the citizens and tax-payers of said Marion County were considered and acted upon by said Board of County Commissioners of Marion County, and it was
129 then ordered by said board that the question of subscription by said county for two thousand shares of one hundred dollars each of the capital stock of the said Kansas and Nebraska Railway Company be submitted to the qualified electors of said Marion County at a special election, to be held on Tuesday, the 15th day of August, A. D. 1871, and that if said vote should be in favor of said subscription the same should be made by the said Board of County Commissioners of Marion County upon the following terms, viz: said stock to be paid for with the bonds of the county, payable thirty years after the date of their issuance, bearing interest at the rate of seven per cent. per annum, payable annually; that work should be commenced on the northern line of said county within twelve months after the date of said subscription.

5. Plaintiff further admits that on the 15th day of August, A. D. 1871, an election was held in said Marion County, at which election a

vote was had by the qualified electors of said county on the proposition aforesaid, and that upon a canvass of the votes cast at said election two hundred and ninety-four votes were found cast in favor of and one hundred and sixty-nine votes against the subscription by said Marion County for two thousand shares, of one hundred dollars each, of the capital stock of the said Kansas and Nebraska Railway Company, upon the following terms and conditions, viz: said stock to be paid for in the bonds of the county, payable thirty years after the date of their issuance, and to bear interest at the rate of seven per cent. per annum, payable annually, and that said bonds should be deliverable as follows, to wit: On the completion of the grading of said railway from the northern
130 line of the county of Marion to Marion Center one-half of said bonds ($100,000) should be due and deliverable to said Kansas and Nebraska Railway Company; and on the completion of said railway from Marion Center to the village of Peabody, seventy-five thousand dollars of said bonds should be due and deliverable; and upon the completion of said railway to the southern line of said Marion County, the residue of said bonds should be due and deliverable. And said proposition was declared carried by said Board of Commissioners of Marion County, and on the 18th day of August, A. D. 1871, said Board of Commissioners of Marion County did enter upon the records of the proceedings of said board that said subscription was then and there and thereby made by the said Board of County , for and on behalf of said county of Marion.

And that said board did then elect one C. O. Fuller, a member of said Board of County Commissioners, to make said subscription upon the books of said Kansas and Nebraska Railway Company, in its office at Junction City, Davis County, State of Kansas, and that C. O. Fuller did, in pursuance of said election, and authority conferred upon him by said board, enter the subscription upon the books of said railway company, in its office at Junction City, immediately thereafter.

6. And the said plaintiff further says that afterwards the said railway company commenced work upon its line of road at the north boundary-line of said Marion County, and graded said road from the north line of said Marion County to Marion Center, in accordance with the terms of said subscription and contract with Marion County.

131 7. And plaintiff further says that after the said railway company had completed the grading of said road, as aforesaid, from the north line of Marion County to Marion Center, the said company, on or about the 4th of November, A. D. 1872, applied for and received from said Board of County Commissioners of Marion County one hundred thousand dollars of the bonds of said county so as aforesaid voted, subscribed, and issued in payment for the grading of said road from the north line of said county to Marion Center, and plaintiff says that the coupons sued upon in this action were attached and belonged to the bonds so issued and delivered to said railway company.

8. And the said plaintiff further says that he obtained the interest-coupons set out in his said petition in good faith, and without knowledge of any of the irregularities or defects stated in defendants' answer, and without knowledge or intimation that said bonds or interest-coupons would be repudiated or dishonored by said Marion County, but said interest-coupons came into his possession after said Marion County had paid the first installment of interest-coupons due upon said bonds, and after said Marion County had levied a tax and collected the same for the payment of the interest-coupons set out in said plaintiff's petition.

Wherefore plaintiff asks for judgment as prayed for in his said petition.

McCLURE & HUMPHREY,
Atty's for Plaintiff.

(Endorsed:) No. 1086. Aaron Clarke vs. The Board of County Commissioners of Marion County. Reply. Filed Jan'y 7, 1875. A. S. Thomas, clerk. McClure & Humphrey, for pl'ff.

132 And on this day, to wit, June 11th, 1875, in the June term, A. D. 1875, of said court, in the record of the proceedings thereof, is the following entry, to wit:

Journal-entry.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Marion, in the State of Kansas. } 1086.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Marion, Kansas. } 1250.

On motion of the plaintiff it is ordered by the court that the above-entitled actions be, and the same are hereby, consolidated.

133 In the circuit court of the United States for the district of Kansas.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Marion, in the State of Kansas. } 1250.

Be it remembered that on this day, to wit, April 15th, 1875, the plaintiff, by his attorneys, filed in the clerk's office of said court his petition, precipe, and security for costs in said entitled action; which said petition, precipe, and security for costs are in the words and figures following, to wit:

Petition.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for the district of Kansas.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Marion, in the State of Kansas, defendant. } Petition.

The plaintiff above named complains of the above-named defendant, and says that said plaintiff is now, and was at the times of the several

transactions hereinafter mentioned and set out, a citizen of the city of Cleveland, in the county of Cuyahoga and State of Ohio, and that the said defendant is now, and was at the times of the various transactions hereinafter set out and mentioned, a body corporate and politic duly created and existing under and by virtue of the laws of the State
134 of Kansas, and a citizen of the State of Kansas, and as such corporation authorized to sue and be sued under and by the name and style of the "Board of County Commissioners of the County of Marion."

135 1. And for a first cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 15, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 15.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 2. [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 15 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

136 2. And for a second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 16, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 16.] UNITED STATES OF AMERICA. [$1.000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of

seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said *company* in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 187 , being the semi annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 2. [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 16 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

137 3. And for a third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in

payment for stock subscribed by it in said railway company, its certain bond No. 17, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 17.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said *company* in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 2. [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway

Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 17 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

138 4. And for a fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 18, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 18.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents, that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 2. [35.

On the first day of October, A. D. 1873, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 18 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

139 5. And for a fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company in payment for stock subscribed by it in said railway company, its certain bond No. 19, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 19.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 2. [35.

On the first day of October, A. D. 1873, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 19 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of

this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

140 6. And for a sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 20, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 20.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a

certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 2. [35.

On the first day of October, A. D. 1873, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 20 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

141 7. And for a seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 21, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 21.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the

proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 2. [35.

On the first day of October, A. D. 1873, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 21 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

142 8. And for an eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 22, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October,

A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 22.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 2. [35.

On the first day of October, A. D. 1873, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 22 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

143 9. And for a ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 23, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 23.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 2. [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 23 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

144 10. And for a tenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 24, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 24.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents, that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1873, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 2. [35.

On the first day of October, A. D. 1873, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 24 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1873.

145 11. And for a' eleventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railroad Company, in payment for stock subscribed by it in said railway company, its certain bond No. 25, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of

one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 25.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 25 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

146 12. And for a twelfth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 26, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 26.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 26 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

147 13. And for a thirteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 27, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 27.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of

seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said *company* in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 27 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

148 14. And for a fourteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for

stock subscribed by it in said railway company, its certain bond No. 28, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 28.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway

Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 28 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

149 15. And for a fifteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 30, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 30.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to

{SEAL OF MARION COUNTY.} be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 30 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

150 16. And for a sixteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 31, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 31.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 31 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused. That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

151 17. And for a seventeenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 32, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 32.] UNITED STATES OF AMERICA. [$1,000

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and

Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 32 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

152 18. And for a' eighteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 33, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 33.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874. County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 33 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

153 19. And for a nineteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 34, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to

the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 34.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New

York, thirty-five dollars, for six months' interest on bond No. 34 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

154 20. And for a twentieth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 35, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 35.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents, that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond

{SEAL OF MARION COUNTY.} to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN.
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County, at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 35 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

155 21. And for a twenty-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 36, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 36.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the

State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{ SEAL OF MARION COUNTY. }

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874. County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 36 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

156 22. And for a twenty-second and further cause of action said pliantiff alleges and says that on the third day of September, A. D.

1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 37, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 37.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 37 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

157 23. And for a twenty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 38, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 38.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commis-

sioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 38 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

158 24. And for a twenty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 39, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 39.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35·

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 39 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of

this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

159 25. And for a twenty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 40, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 40.] UNITED STATES OF AMERICA. [$1,000

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of the said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the

execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 25 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

160 26. And for a twenty-sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 41, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 41.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 187 , being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 41 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

161 27. And for a twenty-seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 42, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer,

the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 42.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 42 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

162 28. And for a twenty-eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 43, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 43.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874. County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 43 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

163 29. And for a twenty-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 44, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 44.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said *company* in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 44 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

164 30. And for a thirtieth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 45, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer,

the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 45.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 45 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

165 31. And for a thirty-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 46, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 46.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 46 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

166 32. And for a thirty-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 47, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 47.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 47 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

167 33. And for a thirty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 48, dated on the third day of September, A. D.

1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 48.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New

York, thirty-five dollars, for six months' interest on bond No. 48 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

168 34. And for a thirty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 49, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 49.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond

{SEAL OF MARION COUNTY.} to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 49 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

169 35. And for a thirty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 50, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 50.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1874, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 4. [35.

On the first day of October, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 50 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused. That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1874.

170 36. And for a thirty-sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 25, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 25.] UNITED STATES OF AMERICA. [$1,000

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said *company* in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and

Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of , A. D. 187 , County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 25 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

171 37. And for a thirty-seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 26, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 26.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper cou-

pons hereto attached; principal and interest payable at the National Trust Company in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 26 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

172 38. And for a thirty-eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 27, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer,

the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 27.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1874, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 27 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

173 39. And for a thirty-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 28, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 28.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

REC. 653—13

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 28 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

174 40. And for a fortieth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 30, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 30.] UNITED STATES OF AMERICA. [$1,000

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of

seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 30 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

175 41. And for a forty-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in pay-

ment for stock subscribed by it in said railway company, its certain bond No. 31, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 31. UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two hunderd shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said *company* in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of , A. D. 187 , County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway

Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 31 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

176 42. And for a forty-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 32, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 32.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond

{SEAL OF MARION COUNTY.} to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875. County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 32 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

177 43. And for a forty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railroad Company, in payment for stock subscribed by it in said railway company, its certain bond No. 33, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 33.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 33 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

178 44. And for a forty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 34, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 34.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the

execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 34 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

179 45. And for a forty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 35, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 35.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first

days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 35 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

180 46. And for a forty-sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in

payment for stock subscribed by it in said railway company, its certain bond No. 36, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 36.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway

Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 36 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

181 47. And for a forty-seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 37, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 37.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond

SEAL OF MARION COUNTY. to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 37 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

182 48. And for a forty-eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 38, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 38.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the

State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company, in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 38 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

183 49. And for a forty-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pur-

suant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 39, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 39] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 39 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

184 50. And for a 50th and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 40, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 40.] UNITED STATES OF AMERICA. [$1,000

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commis-

sioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the 1st of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 40 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

185 51. And for a fifty-*one* and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 41, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 41.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 41 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of

this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

186 52. And for a forty-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 42, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 42.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 42 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

187 53. And for a fifty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 43, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 43.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of

seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 43 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

188 54. And for a fifty-fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 44, dated on the third day of September, A. D. 1872, at

the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 44.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 44 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

189 55. And for a fifty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 45, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 45.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 45 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

190 56. And for a fifty-sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 46, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 46.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven

per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 46 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

191 57. And for a fifty-seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in

payment for stock subscribed by it in said railway company, its certain bond No. 47, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 47.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New

York, thirty-five dollars, for six months' interest on bond No. 47 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

192 58. And for a fifty-eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 48, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 48.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond

{SEAL OF MARION COUNTY.} to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 48 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

193 59. And for a fifty-ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 49, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 49.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years

Know all men by these presents that the County of Marion, in the

State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 49 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

194 60. And for a sixtieth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and

delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 50, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 50.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of April, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 5. [35.

On the first day of April, A. D. 1875, County of Marion, in the

State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 50 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of April, A. D. 1875.

195 The said plaintiff therefore prays for judgment against the said defendant for the sum of twenty-one hundred dollars, ($2,100.00,) with interest on three hundred *hundred* and fifty dollars ($350.00) from the first day of October, A. D. 1873, and interest on eight hundred and seventy-five dollars ($875) from the first day of October, A. D. 1874, and interest on eight hundred and seventy-five dollars ($875.00) from the first day of April, A. D. 1875, and for costs of suit.

McCLURE & HUMPHREY,
Attys. for Plff.

(Endorsed:) No. 1250. Aaron Clarke, plff., vs. Board of Co. Comrs. of Marion Co. Petition. Filed April 15, 1875. A. S. Thomas, clerk.
McCLURE & HUMPHREY, *for Plff's.*

Precipe.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for the district of Kansas.

AARON CLARKE, PLFF.,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas, deft. } Precipe for summons.

The clerk of the above-entitled court will please issue a summons against the said defendant, directed to the marshall of the said district of Kansas, and made returnable according to law. Plff. claims judgment against said defendant for the sum of $2,100.00, with interest on $350 from the 1st of Oct., 1873, interest on $875.00 from the 1st of Oct., 1874, and interest on $875 from the 1st of Ap'l, 1875, and for costs of suit.

196 McCLURE & HUMPHREY,
Attys. for Plff.

(Endorsed:) No. 1250. Aaron Clarke vs. The Board of Co. Comrs. of the County of Marion. Prec. for summons. Filed April 15, 1875. A. S. Thomas, clerk. McClure & Humphrey.

Security for costs.

In the circuit court of the United States for the district of Kansas.

AARON CLARKE, PLFF.,
vs.
MARION COUNTY, DEFT.

We hereby undertake and bind ourselves to pay all costs that may be adjudged against the plaintiff in the above-entitled case.

Witness our hands this 14th day of April, A. D. 1875.

W. B. CLARKE.
JAMES STREETER.

Witness:
J. MCCLURE.

(Endorsed:) No. 1250. Aaron Clarke vs. Board of C. Comrs. Marion Co. Bond for costs. Filed April 15, 1875. A. S. Thomas, clerk. Approved. A. S. Thomas, clerk. McClure & Humphrey, for plff.

And on this day, to wit, April 15th, 1875, the clerk of said court issued a writ of summons in said entitled action, which said writ of summons, with the endorsements and marshal's return thereon, is in words and figures following, to wit:

Summons.

Circuit court of the United States of America, district of Kansas, ss:

The United States of America to the marshal of the district of Kansas, greeting:

You are hereby commanded to notify the Board of County
197 Commissioners of the County of Marion, in the State of Kansas, that it has been sued by Aaron Clarke, in the circuit court of the United States for the district of Kansas, and that unless it answer by the fifteenth day of May, A. D. 1875, the petition of the said Aaron Clarke against it, filed in the clerk's office of the said court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this writ on the 25th day of April, A. D. 1875.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, at Topeka, in said district, this 15th day of April, A. D. 1875.

[SEAL.] A. S. THOMAS, *Clerk.*

(Endorsed:) Suit brought for the recovery of money. Amount claimed, $2,100.00, with interest on $350 from the first day of October, 1873, interest on $875.00 from the first day of Oct., 1874, and interest on $875 from the 1st day of April, 1875, and for costs of suit. McClure & Humphrey, attorneys for plaintiff.

No. 1250. Circuit court of the United States, district of Kansas. Aaron Clarke vs. The Board of County Commissioners of the County of Marion, Kansas. Summons. Issued April 15th, 1875, returnable April 25, 1875. McClure & Humphrey, attorneys for plaintiff.

U. S. marshal's return.

DISTRICT OF KANSAS, *ss:*

Rec'd this writ Ap'l 15, 1875, and I certify that I did not serve the same for want of time, and pray that an alias may issue herein. Ap'l 28th, 1875.

W. S. TOUGH, *U. S. Marshal,*
By CHAS. H. MILLER, *Deputy.*

Filed Ap'l 28, A. D. 1875.

A. S. THOMAS, *Clerk.*

And on this day, to wit, April 26, 1875, the plaintiff, by his
198 attorney, filed in the clerk's office of said court his precipe for an alias summons in said entitled action, which said precipe is in words and figures following, to wit:

Precipe.

In the circuit court of the United States for the district of Kansas.

AARON CLARKE, PLFF.,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF Marion County, Kansas, deft.
} Precipe for alias summons.

The clerk will issue an alias summons against defendant in above-entitled case, directed to the marshal of said district, and made returnable according to law.

Judgment as prayed for in original precipe.

McCLURE & HUMPHREY,
Attys. for Plff.

(Endorsed:) No. 1250. Aaron Clarke vs. Board of County Com. Marion Co. Precipe for alias summons filed April 26, 1875. A. S. Thomas, clerk. McClure & Humphrey for plff.

And on this day, to wit, April 26, 1875, the clerk of said court issued a writ of summons in said entitled action, which said writ of summons with the endorsements and marshal's return thereon is in words and figures following, to wit:

Alias summons.

Circuit court of the United States of America for the district of Kansas, ss:

The United States of America to the marshal of the district of Kansas, greeting:

You are hereby commanded to notify the Board of County Commissioners of the County of Marion, in the State of Kansas, that it has been sued by Aaron Clarke, in the circuit court of the United
199 States for the district of Kansas, and that unless it answer by the twenty-sixth day of May, A. D. 1875, the petition of the said Aaron Clarke against it, filed in the clerk's office of the said court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this writ on the 6th day of May, A. D. 1875.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, at Topeka, in said district, this 26th day of April, A. D. 1875.

[SEAL.] A. S. THOMAS, *Clerk.*

[Endorsed:) Suit brought for the recovery of money. Amount claimed, $2,100.00, with interest on $350 from the first day of October, A. D. 1873, interest on $875.00 from the 1st of Oct., 1874, and interest on $875 from the 1st of Ap'l, 1875, and for costs of suit. McClure & Humphrey, attorneys for plaintiff.

No. 1250, circuit court of the United States, district of Kansas. Aaron Clarke vs. The Board of County Commissioners of the County of Marion, in the State of Kansas. Alias summons issued April 26th, 1875, returnable May 6th, 1875. McClure and Humphrey, attorneys for plaintiff.

U. S. marshal's return.

DISTRICT OF KANSAS, *ss:*

Rec'd this writ Ap'l 26th, 1875, and executed same at Marion Co., State and district of Kansas, on the 4th day of May, 1875, by delivering to Charles Barker, personally, a true and certified copy hereof, with all the endorsements thereon; he, said Chas. Barker, being then & there the chairman of said defendant, the Board of Co. Commrs. of Marion Co., Kansas. I also gave him a like copy hereof for the clerk of said defendant.

200 W. S. TOUGH, *U. S. Marshal.*
By D. J. KELLER, *Deputy.*

For service of writ, 4.00; travel, 150 miles, @ c., 9.00—$13.00.

Filed May 10, A. D. 1875.

A. S. THOMAS, *Clerk.*

And on this day, to wit, the defendant by its attorneys filed in the clerk's office of said court its answer in said-entitled action, which said answer is in words and figures following, to wit:

201 *Answer.*

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for the district of Kansas.

AARON CLARKE, PLFF.,
vs.
BOARD OF COUNTY COMMISSIONERS OF THE County of Marion, in the State of Kansas, defendants. } No. 1250. Answer.

And now, to wit, on this day of May, A. D. 1875, come defendants in the above-entitled action, the Board of County Commissioners in the County of Marion, in the State of Kansas, and file this their answer to the petition of the said plaintiffs in this action, and for their first defense to said action say:

I. That they deny each and every material allegation contained in each and every alleged cause of action in said plaintiff's petition set forth, save and except such as are hereinafter expressly admitted.

II. And for second and further defense to said action said defendants allege that on the 1st day of July, A. D. 1871, the Kansas and Nebraska Railway Company became incorporated under the laws of the State of Kansas for the purpose of constructing and operating a railway and telegraph line, commencing at the north boundary-line of the State of Kansas at or near the point where the Big Blue River crosses said State-
line; thence running southerly through the counties of Marshal,
202 Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner, to the
south boundary-line of the said State of Kansas, by the most practacable route, the length of said railway through the said State of Kansas being about 220 miles.

That afterwards, and on the tenth day of July, A. D. 1871, certain petitions of the citizens and tax payers of the county of Marion were presented to the board of county commissioners of the said county of Marion, asking said board of county commissioners to submit a proposition to the qualified electors of the said county of Marion to subscribe for two thousand shares, of one hundred dollars each, of the capital stock of the said Kansas and Nebraska Railway Company, said stock to be paid for in thirty years' seven per cent. bonds of the county of Marion, said subscription to be made upon such terms as would secure the speedy completion of said railway through said county of Marion from its northern to its southern line in and through said county, and by way of Marion Center and Peabody in the direction of Wichita, in Sedgwick County.

That afterwards, and on the 10th day of July, A. D. 1871, the petitions of the tax-payers and citizens of the said county of Marion were considered and acted upon by the said board of county commissioners of said county of Marion, and it was then ordered by said county board
that the question of said subscription by said county for 2,000
203 shares of one hundred dollars each of the capital stock of the said
Kansas and Nebraska Railway Company be submitted to the qualified electors of said Marion County at a special election to be held on Tuesday, the 15th day of August, A. D. 1871, and that if said vote should be in favor of said subscription the same should be made by the said board of county commissioners upon the following terms, to wit: said stock to be paid for with the bonds of the county, payable thirty years after the date of their issuance, and bearing interest at the rate of seven per cent. per annum, payable annually, and that work should be commenced on the northern line of said county within twelve months after the date of said subscription, and the road to be in operation to a connexion with the Atchison, Topeka & Santa Fé Railway, at the village of Peabody, within three years after the date of said subscription, and, when completed, it should be a continuous line from Junction City, and to be of the same *guage* as the Kansas Pacific Railway.

That afterwards, and on the 15th day of August, A. D. 1871, an election was held at said Marion County, at which said election a vote was had by the qualified electors of said county on the proposition aforesaid, and that upon a canvass of the votes cast at said election two hundred and ninety-four votes were found to have been cast in favor of the said
subscription by Marion County for two thousand shares of one
204 hundred dollars each of the capital stock of the said Kansas and
Nebraska Railway Company upon the following terms and conditions, to wit: said stock to be paid for in the bonds of said county, payable thirty years after the date of their issuance, and to bear interest at the rate of seven per cent. per annum, payable annually, and that said bonds should be deliverable as follows, to wit: on the completion of

the grading of said Kansas and Nebraska Railway from the northern line of the county of Marion to Marion Centre, one-half of said bonds should be due and deliverable to said Kansas and Nebraska Railway Company; and on the completion of said railway from Marion Centre to the village of Peabody, seventy-five thousand dollars of said bonds should be due and deliverable; and upon the completion of said Kansas and Nebraska Railway to the south line of the county of Marion, the residue of said bonds should be due and deliverable; and that one hundred and sixty-nine votes were cast against said proposition to so subscribe, and the said proposition to so subscribe was declared carried; and the said board of county commissioners on the 18th day of August, A. D. 1871, when said canvass was so made and declared, did enter upon the records of the proceedings of said board that said subscription was then and there thereby made by the board of said county for and on behalf of said county of Marion; that said board did then and
205 there elect one C. O. Fuller, a member of said board, to make said subscription upon the books of said railway company, in their office in Junction City, Davis County, Kansas; that said C. O. Fuller did, in pursuance of his said election, enter the subscription upon the books of said railway company in their office, in Junction City, immediately thereafter.

That afterwards said Kansas and Nebraska Railway Company commenced work upon its said line of road upon the north line of said Marion County, and graded said road from the north line of said county to Marion Centere, and afterwards, and after said vote had so been had and declared, and after said subscription to the capitol stock of said Kansas and Nebraska Railway Company had been entered upon the books of said company, and after said railway company had so graded its line of road as aforesaid to Marion Center from the north line of said county, and on or about the 23rd day of August, A. D. 1872, the said Kansas and Nebraska Railway Company, at a special meeting of its directors, held on said last-mentioned date at Junction City, in Davis County, Kansas, ordered that the charter of said company be amended by a new certificate, signed by a quorum of directors, so as to provide for a branch of the road running from some point in Marion County in a southerly direction through the counties of Butler and Cowley to the
206 south boundary-line of the State of Kansas, and also for a branch at some point in Dickinson County, by way of Abilene, in a westerly direction to the west line of the State of Kansas; that afterwards, and on the 5th day of September, A. D. 1872, an amended charter of said railway company was filed in the office of the secretary of state of the State of Kansas, re-incorporating said company under the name of the Kansas and Nebraska Railway Company, and that the purpose of said act of re-incorporation was the construction and maintenance and operation of a railway and telegraph line, commencing at the northern boundary-line of the State of Kansas at or near the point where the Big Blue River crosses said State-line, thence running southerly through the counties of Marshal, Davis, Riley, Dickinson, Marion, Sedgwick, and Sumner to the south boundary-line of the State of Kansas by the most practicable route, the length of said railway through the State of Kansas being about two hundred and twenty miles, with a branch commencing at some point in Marion County, and running in a southerly direction through the counties of Butler and Cowley to the south boundary-line of the State of Kansas, the length of said branch being about seventy miles; also with a branch commencing at some point in Dickenson County and running in a westerly direction through the counties of

Dickenson, Saline, Ottowa, Cloud, Mitchell, Osborne, Smith, Phillips & Norton, and the unorganized territory of the State of Kansas, to the western or northern line thereof, the length of said branch being
207 about three hundred and fifty miles.

That after the said Kansas and Nebraska Railway Company had so amended its charter, and had been so re-incorporated, the said company applied to the said board of county commissioners of the county of Marion for the delivery of the said one hundred thousand dollars of the bonds of said Marion County, due and deliverable to the Kansas and Nebraska Railway Company as incorporated, and doing business for the objects and purposes set out and embraced in its said charter then in force at the time said vote and subscription was had and made.

That upon said application by said railway company so re-incorporated to said board of county commissioners, the said board then and there delivered to said Kansas and Nebraska Railway Company, so re-incorporated; certain pretended obligations, purporting to be bonds of Marion County, one hundred in number, for one thousand dollars each, and numbered respectively from one to one hundred, inclusive, and each dated on the third day of September, 1872, and each due and payable on the first day of October, A. D. 1902, bearing interest at the rate of 7 per cent. per annum, and the principal and interest payable at the office of the National Trust Company, in the city of New York. And defendants aver that the pretended bonds set out in the various counts of the plaintiff's petition, and numbered from 15 to 24, inclusive, and
208 Nos. 25 to 30, inclusive, are a portion of the said one hundred pretended obligations, of one thousand dollars each, delivered by said board of county commissioners to said Kansas and Nebraska Railway Company as aforesaid.

Said defendants further aver, and charge it to be true, that the meeting aforesaid of the directors of the Kansas and Nebraska Railway Company, held at Junction City, in Davis County, Kansas, on the 23rd day of August, A. D. 1872, as aforesaid, and at which said meeting the charter of said Kansas and Nebraska Railway Company was ordered amended, as thereinbefore set forth, was a special meeting, and that no notice of said meeting was ever given to the board of county commissioners of said Marion County, or to any person legally authorized to represent the interests of the said county of Marion at the meetings of the directors of said railway company; that said Marion County was not represented at said special meeting by any one legally authorized to appear for and on behalf of said county; that said amendment to the charter of said Kansas and Nebraska Railway Company was ordered to be made without the knowledge or consent of the citizens and tax-payers of said Marion County, and without the knowledge or consent of the said board of county commissioners of said county. That the re-incorporation of said Kansas and Nebraska Railway Company, hereinbefore set forth, by which provision was made for the construction and maintenance
209 of a branch road running from some point in Marion County, southerly through the counties of Butler and Cowley, to the south line of the State of Kansas, the length of said branch being about 70 miles; and for a branch running from some point in Dickenson County westerly through the counties of Dickenson, Saline, Ottowa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, and the unorganized territory of the State of Kansas, to the western or northern line thereof, the length of said branch being about three hundred and fifty miles, was effected without the knowledge or consent of the tax-payers and citizens of said Marion County, and without the knowledge or consent of the

board of county commissioners of said county; that at the time the said pretended obligations of said Marion County were delivered by the said board of county commissioners, as aforesaid, to said Kansas and Nebraska Railway Company so re-incorporated as aforesaid, the said board of county commissioners did not know that the said Kansas and Nebraska Railway Company had then been re-incorporated, and did not then know that the charter of said railway company in force at the time the subscription to the capital stock of said company was made by said board of county commissioners had been amended so as to provide for an additional and more extended line of road. And said defendants aver that the bonds voted by the qualified electors and tax-payers of said Marion County, as specified in the proposition so submitted to the voters of said county as aforesaid, were voted to and intended
210 for the said Kansas and Nebraska Railway Company, a railway corporation then existing, and claiming to have for its sole and only object and purpose the construction, maintenance, and operation of a line of railway and telegraph from a point commencing at the north boundary-line of the State of Kansas at or near the point where the Big Blue River crosses said State line; thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner to the south boundary-line of the said State of Kansas by the most practicable route, the length of said railway through the State of Kansas being about two hundred and twenty miles, and that the qualified electors so voting in favor of the proposition to subscribe to the capital stock of said railway company did not intend to favor or want the said subscription to be made and said bonds delivered to any other different or more extended line of railway, and that said wants, desires, and intentions of said electors are shown by the charter of said Kansas and Nebraska Railway Company then, at the time of said vote and said subscription, in force and being, as also by said proposition so submitted to be voted upon, as hereinbefore set forth, and that the delivery of the said pretended obligations, purporting to be the bonds of Marion County, to the Kansas and Nebraska Railway Company as re-incorporated and doing business under a new and different charter, and having for its objects and purposes the construction, operation,
211 and maintenance of a railway and telegraph line, commencing at the north boundary-line of the State of Kansas at or near the point where the Big Blue River crosses the State line; thence running southerly th'ough the counties of Marshal, Riley, Davis, Dickinson, Marion, Sedgwick, and Sumner to the south boundary-line of said State by the most practicable route, the length of said road through the State of Kansas being about two hundred and twenty miles, with a branch commencing at some point in Marion County and running in a southerly direction through the counties of Butler and Cowley to the south boundary-line of the said State, the length of said branch being about seventy miles; also a branch commencing at some point in Dickinson County, and running in a westerly direction through the counties of Dickinson, Saline, Ottowa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, and the unorganized territory of the State of Kansas, to the western or northern line thereof, the length of said branch being about three hundred and fifty miles, was contrary to the vote so taken, contrary to the proposition so submitted to the qualified voters of said Marion County, and against the wishes of said electors, in fraud of the rights of the tax-payers of the said county of Marion, and to the prejudice of the best interests of said county.

And defendants further aver that a majority of the voters of said

Marion County, at the time *of* said proposition to subscribe to
212 the capital stock of said Kansas and Nebraska Railway Company was submitted to them, would not have voted for said proposition to so subscribe if said charter of said railway company had provided for a branch at some unnamed and indefinite point in said Marion County, running in a southerly direction through the counties of Butler and Cowley to the south boundary-line of the State, the length of said branch being about seventy miles, and for a branch commencing at some unnamed and indefinite point in Dickenson County, running in a westerly direction through the counties of Dickenson, Saline, Ottowa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, and the unorganized territory of the State of Kansas to the western or northern boundary-line thereof, the length of said branch being about three hundred and fifty miles.

The said defendants further aver that said delivery of said pretended obligations purporting to be bonds of Marion County was made by the said board of county commissioners of said county to the Kansas and Nebraska Railway Company so re-incorporated as aforesaid without any vote or subscription first being had or made by the qualified electors of said Marion County to said company so incorporated for the purposes and objects as aforesaid, and that such delivery was, in consequence thereof, unauthorized, fraudulent, and void, and the said pretended obligations so delivered were also, in consequence
213 thereof, unauthorized, fraudulent, and void.

III. And for a third and further defence said defendants aver and charge it to be true that said Kansas and Nebraska Railway Company, so re-incorporated as aforesaid, unlawfully and fraudulently obtained from the said board of county commissioners the said pretended obligations purporting to be bonds of Marion County by misrepresentations, and by fraudulently concealing from the said board of county commissioners and from the citizens and tax-payers of said county the fact that said Kansas and Nebraska Railway Company had then been re-incorporated, and that the charter of said railway company had then been amended, providing for an additional and more extended line of road.

Said defendants further aver and charge it to be true that said Kansas and Nebraska Railway Company, at the time said pretended obligations purporting to be bonds of Marion County were delivered to said railway company by said board of county commissioners as aforesaid, had done no work upon its said line of road, save the grading of that portion thereof between Marion Centre and the north line of said county of Marion, as hereinbefore set forth, a strip not exceeding eighteen miles in length, and at an expense of not exceeding eighteen thousand dollars; and that said railway company had then, at that time, done nothing towards connecting said grading with Junction City, and had
214 done nothing towards building or completing any other portion of its said line of road; but that said railway company had done only so much work upon its said line of road as would entitle it to claim from the board of county commissioners of the County of Marion the first installment of one hundred thousand dollars of bonds so voted to said company by the electors of said county aforesaid.

Said defendants further aver and charge it to be true that said Kansas and Nebraska Railway Company graded that portion of its said line between Marion Centre and the north line of said Marion County for the sole and only purpose of obtaining from said Marion County the said one hundred thousand dollars of its bonds, so voted as aforesaid, and

never intended when it did the grading aforesaid, and when it obtained the said pretended obligations from said board of county commissioners as aforesaid, to do any more work upon its said line of road, and never intended to do anything more towards completing said railroad in accordance with the terms of the proposition submitted to the qualified voters of Marion County as aforesaid, and the subscription of said county to the capital stock of said railway company so made as aforesaid.

Said defendants further aver that upon the delivery of said pretended obligations to said Kansas and Nebraska Railway Company so
215 re-incorporated as aforesaid by said board of county commissioners as aforesaid, the said railway company ceased and quit all work upon the line of its said road, and has done and accomplished nothing since that time towards the building and completing the said line of railway as provided and contemplated in said vote had and said subscription made, and that to complete said railway according to the terms of said vote and said subscription would require the expenditure of at least one million dollars.

That the time for the completion of said railway, to wit, the 23rd day of August, A. D. 1874, by the said railway company, has elapsed, and that said railway company, now known as the St. Joseph, Kansas and Texas Pacific Railway Company, is totally insolvent and unable to complete said line of railway or any part thereof.

IV. And for a fourth and further defense to said action, said defendants say that the pretended bonds and coupons set out in the various counts of said plaintiff's petition and described therein as the bonds and coupons of Marion County, are not the bonds and coupons of Marion County, and were not issued by the said County of Marion as alleged in said plaintiff's petition, but defendants allege that said pretended obligations described in said petition as the bonds of said County of Marion were issued and signed by the chairman of the board of county com-
216 missioners of said county only, and attested by the county clerk of said county, and were not signed by any other member of said county board, contrary to the statutes in such case made and provided, and are consequently illegal and void.

V. And for a fifth and further defense, said defendants allege that by the terms of the proposition so voted upon by the qualified electors of said Marion County hereinbefore set forth, as well as by the terms of the subscription to the capital stock of the said Kansas and Nebraska Railway Company so made as aforesaid by said board of county commissioners of the said County of Marion, said stock was to be paid for with the bonds of said county, bearing interest at the rate of 7 per cent. per annum, payable annually, and defendants aver that the said pretended obligations purporting to be bonds of Marion County, set out in said plaintiff's petition and issued to said Kansas and Nebraska Railway Company as hereinbefore set forth, had coupons attached providing for the payment of the interest thereon in semi-annual payments, on the first days of April and October of each year, respectively, contrary to the terms of the proposition so voted upon as aforesaid, contrary to the terms of subscription so made as aforesaid, and in violation of the statute in such case made and provided, and were, in consequence thereof, illegal and void.

VI. And for a sixth and further defense, said defendants allege
217 that by the terms of the proposition so voted upon by the qualified electors of said Marion County as aforesaid, and by the terms of the subscription so made by the county commissioners of said Marion County to the capital stock of the said Kansas and Nebraska Railway

Company as aforesaid, said stock was to be paid for with the bonds of said county, payable at a period of time not longer than thirty years from the date thereof; and defendants aver that the pretended obligations so issued as aforesaid by the board of county commissioners of said Marion County to the said Kansas and Nebraska Railway Company in payment for the 1st one thousand shares of the capital stock of said railway company, and of which said pretended obligations, the bonds and coupons set out in the said plaintiff's petition are a part, were dated the 3rd day of September, A. D. 1872, and were made payable on the 1st day of October, A. D. 1902, being thirty years and twenty-seven days after the date thereof, contrary to the proposition submitted to the electors of said county as aforesaid, contrary to the terms of the subscription so made by said board of county commissioners as aforesaid, in violation of the statute in such case made and provided, and were, in consequence thereof, illegal and void..

VII. And for a seventh and further defense, said defendants aver that said plaintiff is not an innocent and bona-fide holder of the pretended obligations set out in the various counts of his said peti-
218 tion purporting to be bonds and coupons of said Marion County, and that the plaintiff is not the legal owner of the same, but defendants charge the fact to be that said plaintiff obtained each and every one of said pretended bonds and coupons set out in his said petition, without having paid a valuable consideration therefor, and that said plaintiff obtained each and every one of said pretended bonds and coupons after the maturity of said coupons, and after the interest due upon said pretended bonds as represented by the coupons set out in said plaintiff's petition had been demanded of and refused by the treasurer of said County of Marion; and defendants further aver that the plaintiff obtained each and every one of said pretended bonds and coupons set out in his said petition with full knowledge of all the facts concerning their issuance, with full knowledge that said pretended bonds were issued by said county board of Marion County to another and different corporation than the one they were voted to, with full knowledge that said bonds were issued to a corporation having different objects and purposes in view than the corporation to which they were voted, with full knowledge of the fact that said proposition voted upon by the qualified electors of said County of Marion provided that bonds should be issued to the Kansas and Nebraska Railway Company, bearing interest at the rate *the rate* of seven per cent. per annum, payable annually, and that the pretended bonds
219 so issued by said board of county commissioners of said Marion County had coupons attached providing for the payment of interest semi-annually, and well knew that said proposition so voted upon by the qualified electors of said County of Marion provided that bonds should be issued to said Kansas and Nebraska Railway Company for a period not exceeding thirty years from the date of their issuance, and well knew that said pretended bonds were made payable thirty years and twenty-seven days after their date, and well knew that said pretended obligations had been obtained from the board of county commissioners of said county of Marion by said Kansas and Nebraska Railway Company, after it had been so re-incorporated, by misrepresentations and by a fraudulent concealment of said re-incorporation, and well knew that said pretended bonds of Marion County were not issued by the board of county commissioners of said county, but were only issued and signed by the chairman of said board and were not signed by any other member thereof, and well knew that the issuance of said pretended bonds and

coupons was unauthorized by law and contrary to the provisions of the statute in such case made and provided, and in fraud of the rights of the tax-payers of the said county of Marion.

VIII. Said defendants further allege and show unto the court that
220 said Kansas and Nebraska Railway Company, as reincorporated, when it received the said pretended obligations of said Marion County from the said board of county commissioners of said county as aforesaid, delivered in exchange therefor to said board of county commissioners certificates of stock for one thousand shares of the capital stock of the said Kansas and Nebraska Railway Company; and defendants further allege that in a certain action now pending and undetermined in the district court of Davis County, State of Kansas, wherein the Board of County Commissioners of said County of Marion are plaintiffs, and the St. Joseph, Kansas and Texas Pacific Railway Company, formerly the Kansas and Nebraska Railway Company and others, are defendants, the said board of county commissioners of the said County of Marion, as plaintiffs in said action, for and on behalf of said Marion County, tendered in said action the said one thousand shares of the capital stock of the said Kansas and Nebraska Railway Company to be there returned to said railway company, or otherwise disposed of as the said court should deem proper; and said defendants, as the board of county commissioners of the said County of Marion, allege that they, for and on behalf of the said County of Marion, did in said action relinquish all claim to the one thousand shares of the capital stock of the said Kansas and Nebraska Railway Company, and that the said
221 County of Marion has not now any interest in or claim upon said stock.

Wherefore, in consideration of all the premises, the said defendants say that said plaintiff ought not to have this his action against them, and pray that they be allowed to go hence with their costs herein expended.

L. F. KELLER, & CASE & SEARLES,
Attys. for Defts.

(Endorsed:) No. 1250. Aaron Clarke vs. Marion County. Answer. Filed May 24, 1875. Clerk. Keller & Case & Searles, attys. for defts.

And on this day, to wit, June 4th, 1875, the plaintiff, by his attorneys, filed in the clerk's office of said court his reply in said-entitled action, which said reply is in words and figures following, to wit:

Reply.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for the district of Kansas.

AARON CLARKE, PLAINTIFF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas, defendant. } Reply to defendant answer.

1. And now comes the plaintiff in the above-entitled case, by McClure, & Humphrey, his attorneys, and for reply to the answer of defendant says, that he denies each and every allegation contained in said
222 answer, except as heretofore in his petition and hereinafter in this reply expressly admitted.

2. The plaintiff admits that on or about the first of July, A. D. 1871, the Kansas & Nebraska Railway Company became incorporated under the laws of the State of Kansas for the purpose of constructing and operating a railroad through the counties mentioned in defendant's answer.

3. That on or about the 10th of July, 1871, certain petitions of the citizens and tax-payers of the County of Marion were presented to the board of county commissioners of said Marion County, asking said board to subscribe a proposition to the qualified electors of said county to subscribe for two thousand shares of one hundred dollars each of the capital stock of the said Kansas and Nebaska Railway Company, to be paid for in thirty years seven per cent. bonds of the County of Marion, for the construction of a railroad through said Marion County from its northern to its southern line.

4. That afterwards, on the 10th day of July, 1871, the petitions of the citizens and tax-payers of said Marion County were considered and acted upon by said board of county commissioners of Marion County, and it was then ordered by said board that the question of subscription by said county for two thousand shares of one hundred dollars each of the capital stock of said Kansas Railway Company be submitted to the qualified electors of said Marion County at a special election to be held on Tuesday the 15th day of August, A. D. 1871, and that if said vote should be in favor of said subscription the same should be made by the said board of county commissioners of Marion County upon the following terms,
viz: said stock to be paid for with the bonds of the county payable
223 thirty years after the date of their issuance, bearing interest at the rate of seven per cent. per annum, payable annually; that work should be commenced on the northern line of said county within twelve months after the date of said subscription.

5. Plaintiff further admits that on the 15th day of August, A. D. 1871, an election was held in said Marion County, at which election a vote was had by the qualified electors of said county on the proposition aforesaid, and that upon a canvass of the votes cast at said election, two hundred and ninety-four votes were found cast in favor of, and one hundred and sixty-nine votes against the subscription of said Marion County, for two thousand shares, of one hundred dollars each, of the capital stock of the said Kansas and Nebraska Railway, upon the following terms and conditions, viz: Said stock to be paid for in the bonds of the county, payable thirty years after the date of their issuance, and to bear interest at the rate of seven per cent. per annum, payable annually, and that said bonds should be delivered as follows, to wit: On the completion of the grading of said railway from the northern line of the county of Marion to Marion Centre, one-half of said bonds ($100,000) should be due and deliverable to said Kansas and Nebraska Railway Company, and on the completion of said railway company from Marion Centre to the village of Peabody, seventy-five thousand dollars of said bonds would be due and deliverable, and upon the completion of said railway to the southern line of said Marion County, the residue of said bonds should be due and deliverable; and said proposition was declared carried by said board of county commissioners of Marion County; and on the 18th day of August, A. D. 1871, said board of county commissioners
of Marion County did enter upon the records of the proceedings
224 of said board that said subscription was then and there made by the said board of said county, for and in behalf of said Marion County, and that said board did then elect one C. O. Fuller, a member of said board of county commissioners, to make said subscription upon

the books of said Kansas & Nebraska Railway Company, in its office at Junction City, Kansas, and that said C. O. Fuller did, in pursuance of said election and authority conferred upon him by said board, enter the subscription upon the books of said railway company, in its office at Junction City, immediately thereafter.

6. And the said plff. further says that afterwards, the said railway company commenced work upon its line of road at the northern line of said Marion County, and prosecuted said grading until the same was completed from the northern line of said Marion County to Marion Center, in accordance with the terms of said subscription, and that thereafter said Kansas and Nebraska Railway Company applied for and received from the said board of county commissioners of Marion County, one hundred thousand dollars of the bonds of said county, so as aforesaid voted, subscribed, and issued in payment for the grading of said road from the north line of Marion County to Marion Center; and plff. says that the coupons sued upon in this action were attached and belonged to the bonds so issued and delivered to said railway company.

7. And plff. further says that at the time of the delivery of said $100,000 of the county bonds of Marion County to the said Kansas and Nebraska Railway Company by the said board of county commissioners as aforesaid, the said board of county commissioners, in addition
225 to the receipt of certificates of stock of the said railway company for one thousand shares of the capital stock of said Kansas & Nebraska Railway Company, demanded and received from said company a bond of indemnity in the sum of $200,000 to protect said Marion County from all damage or loss it might sustain by reason of the delivery of the county bonds as aforesaid; and plff. says the action now pending in Davis County, as mentioned in defendant's answer, is to recover damages in the sum of $200,000 against the obligors who executed said bond, for a breach thereof, viz, for damage sustained by reason of the delivery of said county bonds to the said Kansas & Nebraska Railway Company; and plff. further says that said board of county commissioners of Marion County, in the petition filed in the said action in the district court of Davis County, admit that the $100,000 of Marion County bonds so as aforesaid issued to the Kansas and Nebraska Railway Company, were legally issued, and that said county is liable to the holders of said bonds and coupons, and that said bonds and coupons have passed into the hands of bona fide and innocent holders.

8th. And the said plaintiff further says that he obtained the interest coupons sued upon in this case in good faith and without knowledge of any of the irregularities or defects stated in defendant's answer, and without knowledge or intimation that said bonds or interest coupons would be repudiated or dishonored by said Marion County, but
226 plff. says said coupons came into his possession after said Marion County had paid the first installment of interest due upon said bonds, and after said Marion County had levied a tax and collected the same for the payment of the interest on the coupons set out in plff' petition.

Whereof plff. asks for judgment as prayed for in his said petition.

McCLURE & HUMPHREY,
Attys. for Plff.

(Endorsed:) No. 1250. Aaron Clarke vs. Marion County. Filed June 4, 1875. A. S. Thomas, clerk. McClure & Humphrey for plff.

And on this day, to wit, Friday, June 11th, in the June term, A. D. 1875, of said court, in the record of the proceedings thereof in the said entitled cause, is the following entry, to wit:

Journal entry.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas. } 1086.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, Kansas. } 1250.

On motion of the plaintiff it is ordered by the court that the above-entitled actions be and the same are hereby consolidated.

227 In the circuit court of the United States, for the district of Kansas.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, State of Kansas. } 1385.

Be it remembered that on this day, to wit, October 5th, 1875, the plaintiff, by his attorneys, filed in the clerk's office of said court his petition, precipe, and security for costs in said entitled action, which said petition, precipe, and security for costs are in the words and figures following, to wit:

Petition.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for said district of Kansas.

AARON CLARKE, PLAINTIFF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, State of Kansas, deft. } Petition.

The plaintiff, Aaron Clarke, says that he is a citizen and resident of the city of Cleveland, in the State of Ohio, and that said defendant is a corporation organized and existing the laws of the State of Kansas, and is a citizen of said State.

228 And for a first cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 25, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per

cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 25.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 25 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

229 And for a second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 26, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 26.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said *company* in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 26 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

230 And for a third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 27, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 27.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of

seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 27 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

231 And for a fourth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in

payment for stock subscribed by it in said railway company, its certain bond No. 28, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 28.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway

Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 28 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

232 And for a fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 30, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 30.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond

{SEAL OF MARION COUNTY.} to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 30 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

233 And for a sixth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 31, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 31.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 31 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of

this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

234 And for a seventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 32, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 32.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a

certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 32 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration, it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

235 And for a eighth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 33, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 33.] UNITED STATES OF AMERICA. [$1,000

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and

October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 33 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration, it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

236 And for a ninth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 34 dated on the third day of September, A. D. 1872, at the place aforesaid

whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 34.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 34 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

237 And for a tenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 35, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 35.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said *company* in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 35 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

238 And for a' eleventh and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 36, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 36.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of

seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN.
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County, at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 36 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

239 And for a twelfth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in

payment for stock subscribed by it in said railway company, its certain bond No. 37, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 37.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the

State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 37 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

240 7. And for a thirteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 38, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 38.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond

{SEAL OF MARION COUNTY.} to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 38 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

241 And for a fourteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 39, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 39.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 39 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of

this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

242 And for a fifteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 40, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 40.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:

THOS. W. BOWN,
County Clerk.

REC. 653—17

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35. 6. [35.

On the first day of October, A. D. 1875. County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 40 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

243 And for a sixteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 41, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 41.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days

of April and October of each year, on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive, which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of the said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 41 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

244 And for a seventeenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 42, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer,

the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 42.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{ SEAL OF MARION COUNTY. }

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 42 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

245 And for a' eighteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 43, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 43.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 43 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

246 And for a nineteenth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 44, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 44.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the

proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 44 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

247 And for a twentieth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 45, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer,

the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 45.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 45 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

248 And for a twenty-first and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 46, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 46.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

{SEAL OF MARION COUNTY.}

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875. County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 46 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

249 And for a twenty-second and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 47, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 47.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven

per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 47 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

250 And for a twenty-third and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain

{SEAL OF MARION COUNTY.} to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35.] 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 49 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

252 And for a twenty-fifth and further cause of action said plaintiff alleges and says that on the third day of September, A. D. 1872, at Marion Center, in said county and State, said County of Marion, pursuant to the laws of the State of Kansas, and in accordance with a majority vote of the qualified electors of said Marion County, executed, issued, and delivered to the Kansas and Nebraska Railway Company, in payment for stock subscribed by it in said railway company, its certain bond No. 50, dated on the third day of September, A. D. 1872, at the place aforesaid, whereby it promised to pay, on the first day of October, A. D. 1902, to the Kansas and Nebraska Railway Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the National Trust Company, in the city of New York, according to divers coupons thereto attached; which said bond is in words and figures following, to wit:

No. 50.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the

State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred (200) of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two hundred shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said company in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 8th, A. D. 1872.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of said county affixed, at Marion Centre, Kansas, on this third day of September, A. D. 1872.

SEAL OF MARION COUNTY.

GEORGE W. CAMP,
Chairman Board County Commissioners.

Attest:
THOS. W. BOWN,
County Clerk.

Plaintiff says that, among others, there was attached to said bond a certain coupon, executed by said County at the date and place of the execution of said bond, whereby it promised to pay to the Kansas and Nebraska Railway Company, or bearer, thirty-five dollars, at the National Trust Company, in the city of New York, on the first of October, A. D. 1875, being the semi-annual interest due on the said bond of Marion County, heretofore set out; a copy of which said coupon is in words and figures following, to wit:

35 6. [35.

On the first day of October, A. D. 1875, County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond No. 50 issued to said company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

That before said coupon by its terms became due and payable, for a valuable consideration it was delivered to and became the property of this plaintiff, who ever since has been and now is the lawful owner and holder thereof.

That when said coupon by its terms became due and payable, the same was duly presented and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to this plaintiff therefor in the sum of thirty-five dollars, with interest thereon from the first day of October, A. D. 1875.

253 The plaintiff therefore asks for judgment against said defendant in the sum of eight hundred and seventy-five dollars, with in-

terest on said amount at seven per cent. per annum from the 1st day of October, A. D. 1875, and costs of suit.

McCLURE & HUMPHREY,
Attys. for Plff.

(Endorsed:) No. 1385. Aaron Clarke *vs.* Board of County Com'rs, Marion Co. Petition filed October 5, 1875. A. S. Thomas, clerk. McClure & Humphrey for plff.

Precipe.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United for the district of Kansas.

AARON CLARKE, PLAINTIFF,
vs
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, State of Kansas, defendant. } Precipe for summons.

The clerk of the above-entitled court will please issue summons in the above action against the defendant, directed to the marshal of said district of Kansas, and made returnable according to law.

McCLURE & HUMPHREY,
Attys. for Plff.

(Endorsed:) No. 1385. Aaron Clarke vs. Marion County. Peceipe for summons. Filed October 5, 1875. A. S. Thomas, clerk. McClure & Humphrey for plff.

Security for costs.

UNITED STATES OF AMERICA,
District of Kansas, ss:

254 In the circuit court of the United States for the district of Kansas.

AARON CLARKE, PLAINTIFF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, State of Kansas, defendant. } Undertaking for costs.

Know all men by these presents that I hereby agree and bind myself to pay all costs on behalf of the plff. which may accrue in the circuit court of the United States in the above-entitled action.

Witness my hand and seal this 4th day of October, A. D. 1875.

JAMES STREETER. [SEAL.]

Witness:
J. McCLURE.

(Endorsed:) No. 1385. Aaron Clarke vs. Marion County. Bond for costs. Filed Octo. 5, 1875. A. S. Thomas, clerk. McClure & Humphrey for pl'ff.

And on this day, to wit, October 5, 1875, the clerk of said court issued a writ of summons in said entitled action; which said writ of summons, with the endorsements and marshal's return thereon, in the words and figures following, to wit:

Summons.

Circuit court of the United States of America, district of Kansas, ss:

The United States of America to the marshal of the district of Kansas, greeting:

You are hereby commanded to notify the Board of County Commissioners of the County of Marion, State of Kansas, that it has been sued by Aaron Clarke, in the circuit court of the United States for the district of Kansas, and that unles' it answer by the fourth day of Novem-
255 ber, A. D. 1875, the petition of the said Aaron Clarke against it, filed in the clerk's office of the said court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this writ on the 15th day of October, A. D. 1875.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, at Topeka, in said district, this 5th day of October, A. D. 1875.

[SEAL.] A. S. THOMAS,
Clerk.

(Endorsed:) Suit brought for the recovery of money. Amount claimed, $875.00, with interest from the first day of October, A. D. 1875, at the rate of 7 per cent. per annum, and costs of suit. McClure & Humphrey, attorneys for plaintiff.

No. 1385. Circuit court of the United States, district of Kansas. Aaron Clarke vs. Board of County Commissioners of the County of Marion, State of Kansas. Summons. Issued Oct. 5, 1875. Returnable Oct. 15, 1875. McClure & Humphrey, attorneys for plaintiff.

U. S. marshal's return.

DISTRICT OF KANSAS, *ss:*

Rec'd this writ Oct. 5th, 1875, and served same on the within-named defendant, The Board of County Commissioners of the County of Marion, at Marion County, State & district of Kansas, on the 12th day of Oct., A. D. 1875, by delivering to C. Barker and Thos. W. Bown, each of them personally a true and certified *a* copy of this writ, with all the endorsements thereon, he, said C. Barker, being then & there the chairman, and said Thos. W. Bown the clerk of said defendant, The Board of County Commissioners of the County of Marion, and clerk of said Marion County.

W. S. TOUGH,
U. S. Marshal,
256 By W. H. GILCHRIST,
Deputy.

Marshal's fees, $14.20.
Filed Oct. 14, A. D. 1875. A. S. Thomas, clerk.

And on this day, to wit, November 9th, 1875, the defendant, by its atterneys, filed in the clerk's office of said court its answer in said entitled action; which said answer, with the endorsements thereon, is in words and figures following, to wit:

Answer.

UNITED STATES OF AMERICA,
District of Kansas.

In the U. S. circuit court for the district of Kansas.

AARON CLARKE, PLFF.,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas, defendant. } No. 1385.

The above-named defendant, The Board of County Commissioners of the County of Marion, in the State of Kansas, by their attorneys, Case & Searles and L. F. Keller, made and file this their answer to the petition of said plaintiff, Aaron Clark:

1st. For a first ground of defense to said action, that they deny each and every material allegation in each and every alleged causes of action set forth in said plaintiff's petition, except such as are hereinafter expressly admitted.

2nd. And for a second and further defense to said action, said defendants allege that on the 1st day of July, A. D. 1871, the Kansas and Nebraska Railway Company became incorporated, under the laws of the State of Kansas, for the purpose of constructing and operating a railway and telegraph line commencing at the north boundary-line of the
257 State of Kansas, at or near the point where the Big Blue River crosses said State line; thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner to the south boundary-line of said State of Kansas by the most practicable route, the length of said line through the State of Kansas being about two hundred and twenty miles.

That afterward, and on the 10th day of July, A. D. 1871, certain petitions of the citizens and tax-payers of the County of Marion were presented to the board of county commissioners of the said County of Marion, asking said board of county commissioners to submit a proposition to the qualified electors of said County of Marion to subscribe for two thousand shares of one hundred dollars each of the capital stock of the said Kansas and Nebraska Railway Company, said stock to be paid for in thirty-years seven-per-cent. bonds of the County of Marion; said subscription to be made upon such terms as would secure the speedy construction of said railway through said County of Marion from its northern to its southern line, via and through said county, and by way of Marion Centre and Peabody, the direction of Wichita, in Sedgwick County.

That afterwards, and on the 10th day of July, A. D. 1871, the petition of the citizens & tax-payers of said County of Marion were considered and acted upon by said board of county commissioners of said County of Marion. And it was then ordered by said county board that the question of the subscription by said county for ten thousand shares of the capital stock of the said Kansas and Nebraska Railway Company be submitted to the qualified electors of said County of Marion at a special election to be held on Tuesday, the 15th day of August,
258 A. D. 1871, & that if said votes should be in favor of said subscription the same should be made by the said board of county commissioners upon the following terms, to wit, said subscription to be

paid for with the bonds of the county payable thirty years after the date of their issuance, and bearing interest at the rate of seven per cent. per annum payable annually.

That work should be commenced at the northern line of said county within twelve months after the vote of said subscription, and the road to be in operation to a connection with the Atchison, Topeka & Santa Fé Railway, at the village of Peabody, within three years after the vote of the subscription, and that when completed it should be a continu*ance* line from Junction City, and be *be* of the same *guage* as the Kansas Pacific Railway.

That afterwards, and on the 15th day of August, A. D. 1871, an election was held in said Marion County, at which election a vote was had by the qualified electors of said county on the proposition aforesaid, and that upon a canvass of the votes cast at said election two hundred and ninety-four votes were found to have been cast in favor of the said subscription by Marion County for two thousand shares of one hundred dollars each of the capital stock of the Kansas & Nebraska Railway Company upon the following terms, to wit, said stock to be paid for in the bonds of the county payable 30 years after the date of their issuance, & to bear interest at the rate of seven per cent. per annum payable annually.

And that said bonds should be due and deliverable as follows, to wit, on the completion of the grading of said Kansas and Nebraska Railway from the north line of the County of Marion to Marion Centre, one-half of said bonds should be due and deliverable to said Kansas and Nebraska Railway Company, and upon the completion of said rail-
259 way from Marion Centre to the village of Peabody, seventy-five thousand dollars of said bonds should be due and deliverable, and upon the completion of said Kansas and Nebraska Railway to the south line of said county, the residue of said bonds should be due and deliverable; and that one hundred & sixty-nine votes were cast against said proposition to subscribe, and the said proposition to so subscribe was declared carried; and the said board of county commissioners on the 18th day of August, A. D. 1871, when said canvass was so made and declared, did enter upon the records of the proceedings of said board that said subscription was there & thereby made by the board of said county for and in behalf of said County of Marion.

That said board did then and there elect one C. O. Fuller a member of said board to make said subscription upon the books of railway company in its office in Junction City, Davis County, Kansas. That said C. O. Fuller did in pursuance of his said election enter the said subscription upon the books of said railway company in its office in Junction City, Davis County.

That afterwards said Kansas & Nebraska Railway commenced work upon its said line of road on the north line of said Marion County, & graded said road from the north line of said county to Marion Centre, & afterwards & after said vote had so been had & declared, & after said subscription to the capital stock of said Kansas & Nebraska Railway Company had been entered upon the books of said company & after said railway company had so graded its line of road as aforesaid to Marion Centre from the north line of said county, & on or about the
23rd day of August, A. D. 1872, the said Kansas & Nebraska
260 Railway Company at a special meeting of its directors held on said last-mentioned date, at Junction City, Davis County, Kansas, ordered that the charter of said company be amended by a new certificate signed by a quorum of directors so as to provide for a branch of the

road running from some point in Marion County, in a southerly direction through the counties of Butler and Cowley, to the south boundary line of the State of Kansas; and also for a branch at some point in Dickenson County, by way of Abilene, in a westerly direction to the west line of the State of Kansas.

That afterwards, and on the 5th day of September, A. D. 1872, an amended charter of said railway company was filed in the office of the secretary of state of the State of Kansas, re-incorporating said company under the name of the Kansas and Nebraska Railway Company, and that the purpose of said act of re-incorporation was the construction, maintenance, and operation of a railway & telegraph line commencing at the northern boundary line of the State of Kansas, at or near the point where the Big Blue River crosses said State line; thence running southerly through the counties of Marshall, Davis, Riley, Dickenson, Marion, Sedgwick, & Sumner, to the south boundary line of the State of Kansas, by the most practicable route. The length of said railway through the State of Kansas being about two hundred and twenty miles, with a branch commencing at some point in Marion County, & running in a southerly direction through the counties of Butler and Cowley, to the south boundary of the State of Kansas, the length of said branch being about seventy miles. Also with a branch commencing at some point in Dickenson County, & running in a westerly direction through the counties of Dickenson, Saline, Ottawa, Cloud, Mitchell, Osborn, Smith, Phillips, & Norton, & the unorganized territory of the State to
261 the western or northern line thereof; the length of said branch being about three hundred and fifty miles.

That after the Kansas & Nebraska Railway Company had so amended its charter & had been so re-incorporated, the said company applied to the said board of county commissioners of the county of Marion for the delivery of the said one hundred thousand dollars of the bonds of said Marion County due and deliverable to the Kansas and Nebraska Railway Company, as incorporated & doing business, for the purpose & objects set forth & embraced in its said charter then in force at the time said vote and subscription was had and made. That upon said application by said railway company so re-incorporated to said board of county commissioners, the said board of county commissioners then and there delivered to said Kansas & Nebraska Railway Company so re-incorporated certain pretended obligations purporting to be bonds of Marion County, 100 in number, for one thousand dollars each, & numbered respectively from one to one hundred, inclusive, & each dated on the 3rd day of September, A. D. 1872, and each due & payable on the 1st day of October, A. D. 1902, bearing interest at the rate of seven per cent. per annum, & principal & interest payable at the office of the National Trust Company, in the city of New York.

And defendants aver that the pretended bonds set out in the various counts of the plaintiff's petition, & numbered respectively from one to 86, are a portion of the said one hundred pretended obligations of $1,000 dollars each, delivered by said board of county commissioners to said Kansas & Nebraska Railway Company as aforesaid. Said defendants further aver & charge it to be true that the meeting aforesaid of the directors of the Kansas & Nebraska Railway Company, held at Junction City,
262 Davis County, on the 23rd day of August, 1872, as aforesaid, & at which said meeting the charter of said Kansas and Nebraska Railway Company was ordered amended as aforesaid, was a special meeting, and that no notice of said meeting was ever given to the board of county commissioners of said Marion County, or to any person

legally authorized to represent the interests of said county at the meeting of the directors of said railway company. That said Marion County was not represented at said special meeting by any one legally authorized to appear for & on behalf of said county. That the said amendment to the charter of said Kansas and Nebraska Railway Company was ordered to be made without the knowledge or consent of the citizens & tax-payers of said Marion County, and without the knowledge or consent of the said board of county commissioners of said county.

That the re-incorporation of said Kansas & Nebraska Railway Company hereinbefore set forth, by which provision was made for the construction and maintenance of a branch road running from some point in Marion County southerly through the counties of Butler and Cowley to the south boundary-line of the State, the length of said branch being about seventy miles; and for a branch running from some point in Dickenson County westerly through the counties of Dickenson, Saline, Ottawa, Cloud, Mitchell, Osborne, Smith, Phillips, & Norton, and the unorganized territory of the State of Kansas to the western or northern boundary line thereof, the length of said branch being about three hundred and fifty miles, was effected without the knowledge or consent of the tax-payers & citizens of said Marion County, and without the knowledge or consent of the board of county commissioners of said county.

263 That at the time the said pretended obligations of said Marion County were delivered by the said board of county commissioners as aforesaid to said Kansas and Nebraska Railway Company so re-incorporated as aforesaid, the said board of county commissioners did not know that said Kansas and Nebraska Railway Company had then been re-incorporated, & did not then know that the charter of said railway company, in force at the time the subscription to the capital stock of said railway company was made by said board of county commissioners, had been amended so as to provide for an additional and more extended route & line of road; and said defendants aver that the bonds voted by the qualified electors and tax-payers of said Marion County, as specified in the proposition so submitted to the voters of said county as aforesaid, were voted to and intended for the said Kansas and Nebraska Railway Company, a railway corporation then existing and claiming to have for its sole and only object and purpose the construction, maintenance, and operation of a railway and telegraph line from a point commencing at the north boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses said State line, thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, & Sumner to the south boundary-line of said State of Kansas, by the most practicable route, the length of said railway through the State of Kansas being about two hundred & thirty miles.

And that the qualified electors so voting in favor of the proposition to subscribe to the capital stock of said railway company did not intend to favor or want the said subscription to be made and said bonds delivered to any other & different or more extended line of rail-

264 way, and that said wants, desires, and intentions of said electors are shown by the charter of said Kansas & Nebraska Railway Company then in force, and being as also by said proposition so submitted to be voted upon as hereinbefore set forth, and that the delivery of the pretended bonds of Marion County to the Kansas and Nebraska Railway Company, as re-incorporated and doing business under a new and different charter, and having for its objects and purposes the construction, operation, and maintenance of a railway and telegraph

ine, commencing at the north boundary-line of the State of Kansas at or near the point where the Big Blue River crosses said State line, thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner to the south boundary of said State, by the most practicable route, the length of said road being about 220 miles, with a branch commencing at some point in Marion County, and running southerly through the counties of Butler & Cowley to the south boundary-line of said State of Kansas, the length of said branch being about seventy miles; also a branch commencing at some point in Dickenson County and running via a westerly direction through the counties of Dickenson, Salina, Ottawa, Cloud, Mitchell, Osborn, Smith, Phillips, and Norton, and the unorganized territory of the State of Kansas to the western or northern line thereof, the length of said branch being about three hundred and fifty miles, was contrary to the vote so taken, contrary to the proposition so submitted to the qualified voters of said Marion County, & against the wishes of said electors, in fraud of the rights of the tax-payers of said County of Marion, and to the prejudice of best interest of said county.

265 And defendants further aver that a majority of the voters of said Marion County, at the time said proposition to subscribe to the capital stock of said Kansas and Nebraska Railway Company was submitted to them, would not have voted for said proposition to so subscribe, if said charter of said railway company has provided for a branch from some unnamed and indefinite point in Marion County, running in a southerly direction through the counties of Butler & Cowley, to the south boundary-line of the State of Kansas, the length of said branch being about 70 miles, & for a branch commencing at some unnamed and indefinite point in Dickenson Counties, running in a westerly direction through the counties of Dickenson, Saline, Ottawa, Cloud, Mitchell, Osborne, Smith, Phillips, & Norton, & the unorganized territory of the State of Kansas, to the western or northern boundary-line thereof, the length of said branch being about three hundred and fifty miles.

The said defendants further aver that said delivery of said pretended obligations purporting to be the bonds of Marion County, was made by the said board of county commissioners of said county to the Kansas and Nebraska Railway Company, so re-incorporated as aforesaid, without any vote or subscription first being had or made by the qualified electors of said Marion County to said company, so re-incorporated for the purposes and objects aforesaid, and that said delivery was, in consequence thereof, unauthorized, fraudulent, and void, and the said pretended obligation so delivered was also, in consequence thereof, unauthorized, fraudulent, & void.

Third. And for a third and further defense said defendants

266 aver, and charge it to be true, that said Kansas and Nebraska Railway Company, so re-incorporated as aforesaid, unlawfully and fraudulently obtained from the said board of county commissioners the said pretended obligations purporting to be the bonds of Marion County, by misrepresentations, and by fraudulently concealing from the said board of county commissioners, and from the citizens and tax-payers of said county, the fact that said Kansas and Nebraska Railway Company had then been re-incorporated, and that the charter of said railway company had then been amended, providing for an additional and more extended line of road. Said defendant further avers, and charges it to be true, that said Kansas and Nebraska Railway Company, at the time said pretended obligations purporting to be bonds of Marion County

were delivered to said railway company by said board of county commissioners as aforesaid, had done no work upon its said line of road, save a large part of the grading of that portion thereof between Marion Centre and the north line of said county of Marion as hereinbefore set forth, a strip not exceeding eighteen miles in length, and at an expense of not exceeding eighteen thousand dollars, and that said railway company had then at that time done nothing towards connecting said grading with Junction City, and had done nothing towards building or completing any other portion of its said line or road.

Said defendants further aver, and charge it to be true, that said Kansas and Nebraska Railway Company graded the greater portion of its said line, between Marion Centre and the north line of said Marion County, for the sole and only purpose of obtaining from said
267 Marion County the said one hundred thousand dollars of its bonds so voted as aforesaid, and never intended when it did the grading aforesaid, and when it obtained the said pretended obligations from said board of county commissioners as aforesaid, to do any more work upon its said line of road, and never intended to do anything more towards completing said railroad in accordance with the terms of the proposition submitted to the qualified voters of Marion County as aforesaid, the subscription of said county to the capital stock of said railway company so made as aforesaid. Said defendants further aver that upon the delivery of said pretended obligations to said Kansas and Nebraska Railway Company so re-incorporated as aforesaid, by said board of county commissioners as aforesaid, the said railway company ceased and quit all work upon the line of its said road, and has done and accomplished nothing since that time towards the building and completing of the said line of railway as provided and contemplated in said vote had and said subscription made, and that to complete said railway according to the terms of said vote and said subscription would require the expenditure of at least one million dollars.

That the time for the completion of said railway, to wit, the 23rd day of August, A. D. 1874, by the said railway company has elasped, and that said railway company, now known as the St. Joseph, Kansas & Texas Pacific Railway Company, is totally insolvent, and unable to complete said railway or any part thereof.

4th. And for a fourth and further defense to said action said
268 defendants say that the pretended bonds and coupons set out in the various counts of said plaintiff's petition, and described therein as the bonds and coupons of Marion County, are not the bonds and coupons of Marion County, and were not issued by the said county of Marion as alleged in said plaintiff's petition, but defendants allege that said pretended obligations described in said petition as the bonds of said county of Marion were issued and signed by the chairman of the board of county commissioners of said county only, and attested by the county clerk of said county, and were not signed by any other member of said county board, contrary to the statute in such case made and provided, and are consequently illegal and void.

5th. And for a fifth and further defense said defendants allege that that by the terms of the proposition so voted upon by the qualified electors of said Marion County, hereinbefore set forth, as well as by the terms of the subscription to the capital stock of the said Kansas and Nebraska Railway Company, so made as aforesaid, by said board of county commissioners of the said county of Marion, said stock was to be paid for with the bonds of said county, bearing interest at the rate of seven per cent. per annum, payable annually; and defendants aver

that the said pretended obligations purporting to be bonds of Marion County, set out in said plaintiff's petition, and issued to said Kansas and Nebraska Railway Company as hereinbefore set forth, had coupons attached, providing for the payment of the interest thereon in semi-annual payments, on the 1st days of April and October of each year respectively, contrary to the terms of the proposition so voted upon as
269 aforesaid, contrary to the terms of the subscription so made as aforesaid, and in violation of the statute in such cases made and provided, and were in consequence thereof illegal and void.

Sixth. And for a sixth and further defense said defendants allege that by the terms of the proposition so voted upon by the qualified electors of said Marion County, as aforesaid, and by the terms of the subscription so made by the county commissioners of said Marion County to the capital stock of the said Kansas and Nebraska Railway Company, as aforesaid, said stock was to be paid for with the bonds of said county, payable at a period of time not longer than thirty years from the date thereof, and defendants aver that the pretended obligations so issued, as aforesaid, by the board of county commissioners of said Marion County, to the said Kansas and Nebraska Railway Company, in payment for the first one thousand shares of the capital stock of said railway company, and of which said pretended obligations the bonds and coupons set out in said plaintiff's petition are a part, were dated the 3rd day of September, A. D. 1872, and were made payable on the 1st day of October, A. D. 1902, being thirty years and twenty-seven days after the date thereof, contrary to the proposition submitted to the electors of said county, as aforesaid, contrary to the terms of the subscription so made by said board of county commissioners, as aforesaid, in violation of the statute in such case made and provided, and were in consequence thereof illegal and void.

Seventh. And for a seventh and further defense said defend-
270 ants aver that said plaintiff is not an innocent and bona-fide holder of the pretended obligations set out in the various counts of his said petition purporting to the bonds and coupons of said Marion County, and that plaintiff is not the legal owner of the same, or any part thereof, but defendant charges the fact to be that said plaintiff obtained each and every one of said pretended bonds and coupons set out in his said petition without having paid a valuable consideration therefor, and that said plaintiff obtained each and every one of said pretended bonds and coupons after the maturity of said coupons, and after the payment of the interest due upon said pretended bonds, as represented by the coupons set out in said plaintiff's petition, had been demanded of and refused by the treasurer of said County of Marion; and defendants further aver that the plaintiffs obtained each and every of said bonds and coupons, set out in his said petition, with full knowledge of all the facts concerning their issuance; with full knowledge that said pretended bonds were issued by said county board of Marion County to another and different corporation than the one they were voted to; with full knowledge that said bonds were issued to a corporation having different objects and purposes in view than the corporation to which they were voted; and with full knowledge of the fact that said proposition voted upon by the qualified electors of said County of Marion provided that bonds should be issued to the Kansas and Nebraska Railway Company, bearing interest at the rate of seven per cent. per annum payable annually, and that the pretended bonds so issued by said board of county commissioners of said Marion County had coupons attached providing for the payment of interest semi-annually; and well knew that said pro-

position, so voted upon by the qualified electors of said County of
271 Marion, provided that bonds should be issued to said Kansas and Nebraska Railway Company for a period not exceeding thirty years from the date of their issuance; and well knew that said pretended bonds were made payable thirty years and twenty-seven days after their date; and well knew that the pretended obligations had been obtained by the board of county commissioners of said County of Marion by said Kansas and Nebraska Railway Company after it had been so re-incorporated, by misrepresentations and by a fraudulent concealment of said re-incorporation; and well knew that said pretended bonds of Marion County were not issued by the board of county commissioners of said county, but were only issued and signed by the chairman of said board, and were not signed by any other member thereof; and well knew that the issuance of said pretended bonds and coupons was unauthorized by law, and contrary to the provisions of the statute in such cases made and provided, and in fraud of the rights of the tax-payers of the said County of Marion.

8th. And said defendants, for an eighth and further defense to said petition, allege that said Kansas and Nebraska Railway Company, as re-incorporated, when it received the said pretended obligations of said Marion County from the said board of county commissioners of said county, as aforesaid, delivered in exchange therefor to said board of county commissioners certificates of stock for one thousand shares of the capital stock of the said Kansas and Nebraska Railway Company; and defendant further alleges that in a certain action, now pending and undetermined in the district court of Davis County, State of Kan-
272 sas, wherein the board of county commissioners of said County of Marion are plaintiffs, and the St. Joseph, Kansas and Texas Pacific Railway Company, formerly the Kansas and Nebraska Railway Company and others, are defendants, the said board of county commissioners of the said County of Marion, as plaintiffs in said action, for and in behalf of said Marion County, tendered in said action the said one thousand shares of the capital stock of said Kansas and Nebraska Railway Company, to be there returned to said railway company or otherwise disposed of as the said court should deem proper; and said defendants, as the board of county commissioners of the said County of Marion, allege that they, for and on behalf of the said County of Marion, did in said action relinquish all claim to the said one thousand shares of the capital stock of said Kansas & Nebraska Railway Company, & that the said County of Marion has not now any interest or claim in or to said stock, or any part thereof.

Wherefore defendants ask that said action be dismissed, and that defts. have their costs.

L. F. KELLER & CASE & SEARLES,
Attys. for Defts.

(Endorsed:) No. 1385. Aaron Clark vs. Board of County Com'rs of Marion County, Kansas. Answer. Filed Nov. 9, 1875. A. S. Thomas, clerk.

And on this day, to wit, Monday, November 22nd, 1875, in the November term, A. D. 1875, of said court, in the record of the proceedings thereof in the said-entitled cause, is the following entry, to wit:

Journal entry.

AARON CLARKE
vs.
THE BOARD OF COUNTY COM'RS OF THE
273 County of Marion, Kansas. } 1385.

Now comes said plaintiff by McClure & Humphrey, and upon his motion and by the consent of said defendant, it is ordered by the court that this cause be and the same is hereby consolidated with cases 1086 and 1250 heretofore consolidated in this court.

And on this day, to wit, Nov. 24, 1875, the parties by their attorneys filed in the clerk's office of said court their mutual stipulation in said-entitled action; which said stipulation is in words and figures following, to wit:

Stipulation.

In the circuit court of the United States, district of Kansas.

AARON CLARKE, PLFF.,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF
the County of Marion, State of Kansas, deft. } 1385. Stipulation.

It is hereby agreed and stipulated by the parties in the above-entitled action that the answer of the defendant to the petition of the plaintiff, filed in said cause on the day of November, 1875, shall remain and be considered as the answer of said defendant, and the plaintiff hereby waives all objections to said answer being filed out of time. It is further agreed and stipulated that the reply of the plaintiffs to the answer of defendant filed in case No. 1250 shall be considered and treated as the reply of plaintiff to the answer of defendant in No. 1385; and it is agreed that the issue in said last-named case is made up by said
274 reply, and that no further or additional pleadings in said case No. 1385 shall be required.

McCLURE & HUMPHREY,
Attys. for Plff.
L. F. KELLER,
One of Attys. for Deft.

(Endorsed:) No. 1385. Aaron Clarke vs. Marion Co. Stipulation. Filed Nov. 24, 1875. A. S. Thomas, clerk.

And on this day, to wit, Saturday, June 12th, 1875, in the June term, A. D. 1875, of said court, in the record of the proceedings thereof in said-entitled action is the following entry, to wit:

Journal entry.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF
the County of Marion. } 1086 & 1250.

By consent it is ordered that this action be continued to the next term of this court.

And on this day, to wit, Friday, November 26th, 1875, in the Novem-

ber term, A. D. 1875, of said court, in the record of the proceedings thereof in the said entitled cause is the following entry, to wit:

Journal entry.

Consolidated.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas. } 1086.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, Kansas. } 1250.

275 AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS of the County of Marion, Kansas. } 1385.

Now comes the plaintiff in this action, by his attorneys, McClure & Humphrey, and the defendant, by Ross Burns, J. G. Waters, L. F. Keller, and A. E. Case, its attorneys; and to try the issues joined herein come a jury, to wit, P. I. B. Ping, Joseph Bauserman, M. S. Grant, N. R. Baker, A. D. Gibson, Thos. Johnson, R. D. Mobley, John W. Brown, A. B. Decker, Silas Rain, H. B. Gale, James T. Johnson, twelve good and lawful men of the body of the district of Kansas, who, being duly empaneled and sworn to well and truly try the issued joined and matters submitted to them in this action and a true verdict give according to the law and the evidence, & the trial not being concluded, the jury are admonished by the court as to their duties herein, and the further hearing postponed until to-morrow.

Journal entry.

SATURDAY, *November 27th*, 1875.

Consolidated.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas. } 1086.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, Kansas. } 1250.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, Kansas. } 1385.

276 Now come the parties herein same as yesterday, and the jury heretofore empaneled being called and being present, the trial is proceeded with, and after hearing the evidence, arguments of counsel,

& instructions of the court, retire under the charge of a sworn bailiff to consider their verdict, and thereafter come into open court and return the following verdict, to wit: We, the jury in the above-entitled action, find for the plaintiff, and assess his damages against the defendant at the sum of six thousand seven hundred and three & $\frac{54}{100}$ dollars, ($6,703.54.)

J. W. BROWN, *Foreman.*

Judgment.

SATURDAY, *November* 27, 1875.

Consolidated.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas. } 1086.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, Kansas. } 1250.

AARON CLARK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, Kansas. } 1385.

It is now by the court here considered, ordered, and adjudged that the said plaintiff, Aaron Clark, have and recover of and from said defendant, The Board of County Commissioners of the County of Marion, Kansas, the sum of six thousand seven hundred and three dollars and fifty-four cents, ($6,703.54,) as well as his costs in this action expended, taxed at $, to the rendition of which judgment the defendant, by its attorneys, here duly excepted.

277 And on this day, to wit, Dec. 6, 1875, the defendant, by its attorneys, filed in the clerk's office of said court its bill of exceptions in said entitled action; which said bill of exceptions is in the words and figures following, to wit:

Bill of exceptions.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for said district, Nov. term, A. D. 1875.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas. } Bill of exceptions.

Be it remembered that on the trial of this cause in the circuit court of the United States for the district of Kansas, at the November term

thereof, A. D. 1875, a jury having been empaneled, the said plaintiff, to maintain the issue on his part, first offered in evidence an instrument purporting to be a bond of Marion County; which instrument is in words and figures as follows, to wit:

No. 1.] UNITED STATES OF AMERICA. [$1,000.

Marion County railroad-bond.

County of Marion. State of Kansas.

30 years. One thousand dollars. 30 years.

Know all men by these presents that the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas & Nebraska Railway Company, or bearer, on the first day of October, A. D. 1902, the sum of one thousand dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on
278 the first days of April and October of each year on the presentation of the proper coupons hereto attached; principal and interest payable at the National Trust Company, in the city of New York.

This bond is one of a series of two hundred of like tenor, date, and amount, numbered from one to two hundred, inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the board of county commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof the said County of Marion has caused this bond to be signed in its behalf by the chairman of the board of county commissioners, attested by the county clerk, and the seal of the said county affixed, at Marion Center, Kansas, on this third day of September, A. D. 1872.

(SEAL OF MARION COUNTY.)

GEORGE W. CAMP,
Chairman Board Co. Comrs.

THOS. W. BOWN,
County Clerk.

Attached to said instrument was a certain coupon; a copy of which said coupon is in words and figures following, to wit:

35.] [35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company, or bearer, at the National Trust Company, in the city of New York, thirty-five dollars, for six months' interest on bond
279 No. 1 issued to said company.

GEORGE W. CAMP,
Chairman Board Co. Comrs.

To the admission of which said bond and coupon in evidence the defendant objected, because the bond showed on its face that it was not the bond of Marion County, being signed by only one member of the county board; and also because it was made due and payable thirty years and twenty-seven days after date; and also because interest-cou-

pons were attached providing for payment of interest semi-annually instead of annually.

The objection was overruled by the court, and said bond and coupon was admitted in evidence. The plaintiff also introduced in evidence 194 coupons of like tenor and amount, which were also *also* admitted by the court; to which rulings of the court admitting all of said evidence the said defendant duly excepted.

The plaintiff, having introduced all the coupons in suit, rested his case.

And the defendant, to maintain the issues on its part, then offered in evidence the deposition of the plaintiff, taken by defendant, who testified as follows:

My name is Aaron Clark. I reside in Cleveland, Ohio. I am a dealer in real estate. I am the plaintiff in the action of Aaron Clarke vs. The Board of County Commissioners of Marion County, in the circuit court of the United States for the district of Kansas. I have in my possession twenty-five of the bonds issued by Marion County to the Kansas and Nebraska Company on the 3rd day of September, 1872. I got these bonds on the 6th day of June, 1874. I have in my possession and in the possession of McClure & Humphrey, my attorneys, the coupons
280 of these bonds. I got the coupons the same date I received the bonds. I received them, the bonds and coupons, from the 1st National Bank of Junction City, Kansas. I received all the bonds I held and all the coupons sued on in this action from the 1st National Bank of Junction City, Kas.; I received them from W. B. Clarke, the cashier of said bank, my son. I received all the coupons sued on in this action from him at the same time. I had not been dealing in municipal securities and bonds prior to receiving the coupons sued on in this action. I learned that these bonds and coupons were in the market from my son, W. B. Clarke; he first communicated with me concerning these bonds. I don't remember who first mentioned the matter of my purchasing the bonds, whether I did or my son. I purchased the coupons sued on in this action from W. B. Clarke, cashier of the First National Bank of Junction City. I am the owner of them and do not hold them for collection. I have received no interest on these bonds since I received them. I have made no personal demand for the interest; I suppose my attorneys made a demand. I do not know positively whether my attorneys have made a demand on Marion County for the interest. I instructed my attorneys at Junction City (through my son, W. B. Clarke) to commence suit against Marion County. McClure & Humphrey, of Junction City, are my agents to collect the interest on the bonds. I have no recollection of their informing me prior to the commencement of this suit that they had demanded the interest from Marion County and had been refused. I instructed them to commence this suit because my son, W. B. Clarke, had informed me that the payment of interest had been refused. I don't remember when he
281 informed me. I don't remember what he said when he informed me. I paid fifty cents on the dollar for these bonds and the accrued interest. I paid it to the cashier of the First National Bank of Junction City, W. B. Clarke. I paid $5,000 on the 6th day of July, 1874. I can't state the date of the other payments. They were made through my son on my account. I don't remember the date of the other payments nor the amount. The balance was a little over $8,000.00. I don't remember whether I detached the coupons in suit from the bonds and sent them to McClure & Humphrey, at Junction City, for collection or

not. I don't remember exactly how they came to get there. They got there legitimately. I presume I sent them. I knew that the coupons of October 1st, 1873, and April 1st, 1874, had been due for some time when I got them. When I purchased the bonds the coupons that were due were left in the hands of my attorneys, McClure & Humphrey. When I obtained these bonds and coupons I was informed that the coupons had been presented for payment to the treasurer of Marion County, and payment refused. My son, W. B. Clarke, informed me. At the time I purchased the bonds & coupons in suit I knew that the question of the validity of the bonds was being tested in the courts of Marion County, Kansas. In what that invalidity consisted I did not understand. I obtained this information from W. B. Clarke, cashier of the 1st National Bank of Junction City. I know that the question of the validity of the bonds was still pending in the courts of Marion County, Kansas, yet undetermined, but my son informed me that the best
282 legal talent in Junction City had said that all legal steps had been taken in issuing the bonds, and that they were valid. I understood the bonds to have been issued for the purpose of aiding in the construction of the Kansas and Nebraska Railway, which road was to run through the county of Marion to the south line of the State. I understood that the company had not completed the road through the county, but I also understood that they had done work enough to give them a right to the bonds. I had been informed at the time I got the bonds that the railway company had soon after receiving the bonds quit all work on the road, but I was told there was a prospect of the work being recommenced. I understood that the suit pending in Marion County when I bought the bonds and coupons was brought to cancel the bonds issued to the Kansas and Nebraska Railway Company, but I did not know the grounds of the suit. I understood the suit pending in Marion County to cancel the bonds was against certain bondholders, but did not know what ones.

Defendant then offered a certified copy of the record of the suit in the district court of Marion County, Kansas, to cancel the bonds issued to Kansas and Nebraska Railway, and to restrain the First National Bank of Junction City, Kansas, and W. B. Clarke et al., from transferring any of the bonds issued to the Kansas and Nebraska Railway Company, a copy of which is hereto attached, marked "A," and made a part of this bill of exceptions.

Defendant then introduced the record of the proceedings of Marion County board of commissioners, showing the proposition submitted by said board to the voters of said Marion County on the 15th of August, 1871, to subscribe to the capital stock of the Kansas and Nebraska
283 Railway Company; a copy of said record is hereto attached, marked "B, and made a part of this bill of exceptions.

Defendants then offered in evidence a certified copy of the charter of Kansas and Nebraska Railway Company, filed in the office of secretary of state July 1st, 1875, and also a copy of amended charter, filed Sept. 5, 1872, and certificate of secretary of said railway company of proceeding of meeting of board of directors of said railway company ordering the charter of said railway company amended. Copies of said charters and certificate are hereto attached and made part of this bill, marked "C."

Plaintiff then admitted that the one hundred thousand dollars of bonds were issued and delivered to said Kansas and Nebraska Railway Company on the 4th day of November, 1872, and it was here admitted by the plaintiff and defendant that the 100 in Marion County bonds issued

and delivered on 4th November, 1872, were the only bonds ever issued and delivered to the Kansas and Nebraska Railway Company, or any other parties, under the proposition heretofore mentioned.

Defendants then offered in evidence a certified copy of bond for two hundred thousand dollars of the Kansas and Nebraska Railway Company and others, delivered to & which was accepted by the county commissioners, conditioned that said railway company would fully complet' its railway through Marion County, in accordance with the terms of the proposition voted upon by electors of Marion County on 15th day of August, 1871. A copy of said bond is hereto attached, marked "D," and made part of this bill.

284 It was an admitted fact in the case that work enough had been done by the railroad company to entitle it to $100,000 of the bonds of the county on its giving the required bond to the county, and that the county had never issued but $100,000 of its bonds.

Defendants then offered evidence tending to show, so far as the sureties were concerned, that the bond of the Kansas and Nebraska Railway Company for two hundred thousand dollars was worthless at the time it was given.

A. C. PIERCE was the first witness called on this point, who testified: I lived in Junction City in November, 1872. The bond of the Kansas and Nebraska Railway Company, in the sum of two hundred thousand dollars, to the effect that said railway company would complete its road through Marion County according to the terms of subscription, Robert McBratney, president of the railway company, & G. B. Dug, secretary, signed on behalf of the company; Allen J. Cheney, W. Sherburn, Sherburn & Co., myself, McBratney, Dug, & H. F. Hale signed it as sureties. I was at that time worth only from eight to ten thousand dollars; don't think Dug was worth anything to speak of. H. F. Hale was not worth anything. Sherburn & Co. had nothing that I knew of. I was then director of Kansas & Nebraska Railway Company. I don't think railway company had any property at that time to amount to anything. Robert McBratney was the principal mover in getting up the two hundred thousand dollar bond of the railway company.

JAMES STREETER was the next witness called by defendants, who testified as follows:

I lived at Junction City in November, 1872. I was a director of the Kansas & Nebraska Railway Company at that time. I was
285 treasurer of the railway company during the year 1872. I never received any money of the company while I was treasurer; don't know that the company had any property at that time. I was also vice-president of the First National Bank of Junction City, and a member of the discount board of the bank at the same time.

ROBERT MCBRATNEY was the next witness called by defendant, who testified:

In 1871 & 1872, I was a stockholder, director, and president of the Kansas and Nebraska Railway Company. I was the active man in getting up the railroad project. I know the time the one hundred dollars of Marion County bonds were issued and delivered. There was a bond given by railway company to Marion County to secure the completion of the railroad according to the terms of the proposition voted upon. The parties that were getting up the bond were Sherburn, G. B. Dug, and H. F. Hale; Dug was secretary of the railway company. The others were

contractors only. The firm of Sherburn & Co. were contractors, doing work on the road; the firm consisted of W. Sherburn, Allen J. Cheney, & H. F. Hale; G. B. Dug was cashier of the firm. I think Hale was a stockholder in railway company; Dug was also a stockholder and director.

The bond for two hundred thousand dollars was drawn up by Dug, and presented to me for signature. I signed it as president, and also as surety; Dug signed as secretary and also as surety; Hale also signed it. The bond delivered to county board of Marion County was not in substance the bond I signed. There was an interlineation made in the bond after I signed it. I claim that it is not my bond, on account of an interlineation which I discovered for the first time about the 17th day of this month.

H. F. Hale's financial condition was at that time very bad.
286 He had just gone through bankruptcy; G. B. Dug's financial condition was very bad. W. Sherburn was a resident of Missouri. He had no property in Kansas, that I know of. I had about ten, fifteen, or twenty thousand dollars' worth of property; I was president, director, and member of the board of discount of the First National Bank of Junction City, Kansas, at this time; I was president of the bank from May, 1872, till July, 1875. The officers of the bank when the Marion County bonds were issued were James Streeter, W. B. Clarke, and myself. Streeter was also at that time treasurer of the railway company. I had nothing to do with presenting the bond to the county commissioners, & did not know what representations the persons who presented it to them made to induce them to accept it.

And this was all the testimony of this witness at this time.

Defendants then offered the depositions of ALLEN J. CHENEY, who testified as follows:

I reside in Kansas City, Missouri; I resided there during the month of November, 1872. I was then engaged as conductor on the Kansas Pacific Railway. I signed the bond of the Kansas and Nebraska Railway for two hundred thousand dollars. The bond ran to Marion County as obligee. It was conditioned for the completion of the railroad according to the terms of the proposition submitted to the voters of Marion County. I had about five thousand dollars in cash at that time. I had some lots in Brookeville; I think 34; no other property. The lots in Brokville were valued at about twenty-five dollars apiece. That was all the property I had. My finances are at present very low. I was a member of the firm of Sherburn & Co. It consisted of H. F. Hale, Wells Sherburn, and Allen J. Cheney. G. B. Dug was cashier of this firm, and
287 secretary of railway company. Sherburn & Co. had no funds or property as a firm at the time the bond was given.

The bond when I signed it had no interlineation in it. I signed it with the understanding that it was not to be delivered to the board of county commissioners of Marion County until all the directors of the Kansas & Nabraska Railway Company had signed it.

Defendants then read to the jury the depositions of David Lucas, G. W. Camp, G. W. Campbell, and S. C. Laeklin. David Lucas, G. W. Camp, and S. C. Laeklin testified that they were county commissioners of Marion County from January, 1873, until January, 1874; that they were present at and held a meeting of the board at Marion Center, Marion County, Kansas, on the 4th day of November, 1872; that the Kansas and Nebraska Railway Company, represented by G. B. Dug, secretary of said company, and H. F. Hale, general manager of Sherburn & Co., applied for the first installment of one hundred thousand

dollars of county bonds due to said company upon completion of the grading of the road from the north line of Marion County to Marion Centre, and upon said company executing a good and sufficient bond to said county to secure the completion of the railway in accordance with the terms of the subscription, that the said railway company, by said Dug & Hall, presented a bond in the sum of two hundred thousand dollars, executed by said company, by Robert McBratney as president, and G. B. Dug, as secretary, and also by Sherburn & Co., W. Sherburn, Allen J. Cheney, A. C. Pierce, G. B. Dug, Robert McBratney, and Hiram F. Hale, as sureties; that the commissioners at first refused to accept said
288 bond, because they were not satisfied of the financial responsibility of the persons who had signed the bond as sureties, and were not satisfied of the financial ability of the railway company to complete the road. Hale and Dug then represented to and assured the commissioners that the railroad company had made definite and final arrangements with eastern capitalists to furnish sufficient means to fully complete the road, and that the road would be, without doubt, completed, and the cars running from Junction City to Peabody in Marion County by the 1st of July, 1873; that they had perfected arrangements whereby they could procure a loan to the amount of four million dollars to complete and stock the road.

They further represented to the commissioners that the sureties on the bond were financially responsible for a much larger sum than the amount of the bond; that Allen J. Cheney was worth a large sum of money; that he was a heavy stockholder in the Kansas Pacific Railway, and also in the Missouri, Kansas & Texas Railroad, and that he had property in stock and real estate in the State of Kansas to the amount of one hundred and fifty or sixty thousand dollars; that he was largely interested in iron-works in Pittsburgh, Pa.; that Sherburn & Co. were large railroad capitalists, and had sufficient means of themselves to fully complete the road, and stock and operate it; that W. Sherburn was worth and had property in the State of Kansas to the value of twenty thousand dollars; that Robert McBratney was worth at least seventy-five thousand dollars; that Hiram F. Hale was worth thirty thousand dollars, and that A. C. Pierce was wealthy, and had a large amount of real estate in Kansas; that the commissioners were led to believe and
289 did these representations and assurances, and were induced finally by these representations and assurances to accept the bond of two hundred thousand dollars, and issue the bonds of Marion County to said railway company.

Defendants then recalled ROBERT MCBRATNEY, who testified as follows:

I had made application for the Marion County bonds on the 16' & 17th of October, and had presented the bond of the railway company, but the county board refused to accept it and issue the bonds of the county because they considered the security offered in the bond insufficient. I went home and commenced getting up a new bond about the 19' of October. Dug copied the bond from a draft I had made. This was done with my consent. I saw the bond after it was prepared on Mr. Dug's desk, in the company's office, in Junction City. I first signed it as president of railway company, and Dug signed it as secretary. I also signed it individually, and left it in the custody of Dug and Hale. I told Dug he must not deliver the bond under any circumstances to the commissioners of Marion County until it was signed by all the directors of the railway company in Junction City, & unless I was present. He prom-

ised me he would not, but did not keep his promise. The directors were Pierce, Streeter, Geo. W. Martin, Hall & Porter, John S. Pierce, L. M. Strickler, A. W. Callan, and others whose names I do not now recall. I also told Dug he must not deliver the bond until I could be personally present. I then went to Butler County to work up a bond proposition there. I returned from there the evening of the 5th of November, the day after the bonds were obtained from the county. I learned
290 within a few hours after my return to Junction City that the Marion County bonds had been obtained by Dug & Hale in my absence. I saw Hale & Dug that evening after my return and I remarked to them that they had been to Marion County; they said they but had *had* not got the bonds; that the commissioners were considering the matter, and that if they concluded to issue the bonds the commissioners would send them to Topeka to auditor of State for registration. I did not believe their statements, but thought they, Hale & Dug, had the bonds with them, and then W. B. Clarke, cashier of the bank, James Streeter, and myself consulted together what to do. We did not believe Hale & Dug's story reasonable, and we concluded that I had better watch them and see what they did. I went to the depot when the train for Topeka and Kansaa City came in, and I saw Hale get on the train going towards Topeka. I followed on the same train; this was a night train. I stopped at Topeka. Hale went on to Kansas City. I telegraphed to parties in Kansas City to look out for the Marion County bonds and not to purchase them. I went also to auditor of State and filed a protest against the registration of the bonds. I telegraphed to Camp at Peabody, where is the Marion County bonds. I met Hale, Dug, Sherburn, & Cheney at Topeka. Hale had returned from Kansas City to register the bonds. They were at Tefft House. I think we went to a room shown us by the landlord, and we had a consultation. Dug said he had receipted for the bonds. At this time the bonds were in possession of Hale. I told Hale he had lied to me. On meeting Hale he said, "Why the hell did you telegraph to Kan-
291 sas City that I was escaping with the bonds?" I told him that he nor Dug had no right to get the bonds. That I, as president of the railway company, was the one to get the bonds. We had quite a passage of words; did not tell me how they had got the bonds. The three contractors, Hale, Dug, Cheney, and myself, were in the room. I told them I had been told by Hale that he, Hale, had the bonds, and I wanted to know if I and the First National Bank were to be protected in the sums due the bank and what I was security for, and if I was to be compensated according to agreement by giving me five of the bonds for money I had expended; that they, the contractors, had evinced towards me a disposition not to pay the bank debt or to deliver to me the 5 bonds. Said nothing about the way they got the bonds from the county. In the interview with Hale & Dug on the evening of the 5th of November they told me that they had delivered the original bond that had been refused; that they had got additional names. I gave a note to Sherburn withdrawing my protest. The inducement for this was an undertaking on the part of the contractors to pay the bank debt and deliver me my five bonds; for this reason I withdrew the protest. They took the bonds to auditor's office and had them registered. After registration I did not see any of the bonds till saw them in the First National Bank of Junction City some ten days after that. I think the bonds were brought to the bank by W. B. Clarke, the cashier from Kansas City. Don't know why Clarke went to Kansas City for them.
292 I relied on Sherburn & Cheney that they would pay the bank

debt. I did not rely on Dug or Hale's statements. I got the bonds belonging to me through an arrangement with W. B. Clarke. I was indebted to the bank and the five bonds were to be applied to that debt. The debt of mine at the bank was about $3,000.00. It was understood by the bank that Clarke was to go to Kansas City for the bonds. Clarke brought fifty of the bonds to the bank; he got them from Sherburn & Co. They, Sherburn & Co., were at this time at Junction City and between there and Kansas City, going back & forth. When I returned to Junction City from Topeka I went to the bank and saw W. B. Clarke, and we talked the matter over. I told him I had consulted an attorney in Topeka, and he thought the delivery of the bonds to Dug and Hale was a good delivery. I knew that the directors who were to sign the $200,000 bond, but had not all signed it. No one but Hale and Dug were present when I saw them at Junction City on November 5th, 1872. I saw them and had the conversation with them about their getting the bonds from Marion County before I had the consultation with W. B. Clarke and James Streeter. I told them Dug & Hale denied having got the bonds. Streeter told me he had not signed the $200,000 bond. I did not tell Clarke and Streeter that Hale and Dug had said they had got the bonds of Marion County on the old bond. Dug had told me he had offered the old bond with new names on it and that the commissioners were considering it. Soon after the bonds
293 were received by Hale and Dug I left for Washington and remained there till spring of 1873. I think the bank had disposed of some of the bonds when I returned; don't know positively about it. The board of discount of the First National Bank of Junction City was composed of W. B. Clarke, cashier, myself, Robert O. Rizer, James Streeter, vice-president, and Milton Clark. We had a board of discount meeting, and had a report about the indebtedness of the contractors to the bank, and with reference to taking the Marion County bonds from the contractors in payment of their debt; this was in Dec., 1872. The bank after that loaned the contractors different sums amounting to (including what they already owed the bank) $29,000.00.

It included their indebtedness to me of the five bonds, and also a debt due Streeter. The money was not loaned by the bank all at one time. I think the first amount was $20,000.00. The loan was negotiated by W. B. Clarke and approved by the board of discount; Sherburn & Co., the contractors, gave an article of agreement or undertaking to pay the bank the amount of loan. They deposited the county bonds with the understanding that they were to draw on the bank, and the bonds were as collateral for the amount they should draw out. I had no conversation with any of the bank officers, except as I have stated. James Streeter and myself and W. B. Clarke came to the conclusion that Dug & Hale's statements made on November 5 about not getting the bonds were false. I knew that the new bond had not been
294 signed by all the parties who were to sign it. The bond was not to be delivered to the commissioners until the others had signed it. I did not know that any statements had been made to the county commissioners about the financial condition of the sureties on the bond.

Cross-examined:

At the time of purchase of bonds by the bank, I did no t know of anything that would or did invalidate them, or but that they had been rightly obtained, and did not know what statements had been made to the county commissioners in order to induce the acceptance of the bond to the county or to induce the delivery of the county bonds.

And this was all the testimony of McBratney.

W. B. CLARKE was the next witness called by defendants, who testified as follows:

I am cashier of First Nat. Bank of Junction City. I first learned of the issuance of Marion County bonds last of November, 1872. Some two weeks before McBratney came to bank; we had a conversation about the bonds of Marion County. McBratney said to me that he suspected the bonds had been delivered to Dug and Hale. I know that McBratney went to Topeka after the bonds. At the meeting of McBratney, Streeter, and myself, before McBratney went to Topeka, he said he believed Dug and Hale were lying to him. McBratney on return from Topeka said the bonds had been registered and the contractors would meet their liability. I first saw the bonds at Kansas City. Fifty of them had been turned over to me at St. Louis. I sent my order for the bonds to be sent to me at Kansas City, at 1st Nat'l Bank
295 there. I went to Kansas City because I wanted to see the bonds before *before* any money was paid out for them at Junction City. I never dreamed that any one else had any claim upon them. I rec'd the bonds about 27' Nov., 1872. I took them back to the bank at Junction City. I went to Marion County to examine the records. I found them all right. I did not examine the bond of railway company. I knew that a bond had been delivered to county board. The county clerk made me a copy of the records. No copy of the bond in it. I kept Marion County bonds in the bank until February, 1873. When the obligation of the contractors had become due, I then offered the bonds for sale. When I received the bonds at Kansas City, I paid them $20,000.00; afterwards I let them draw until it amounted to some $29,000.00. The bank paid $29,000 for the 50 bonds. The county paid the coupons which first fell due and levied a tax for those in suit, & has collected the tax and it is in the treasury of the county. I submitted the agreement with the contractors to the board of discount, and the board approved it. I offered the bonds for sale; sold them all; offered them through brokers in St. Louis and New York; afterward sold twenty-five to the plaintiff. All we got down from plaintiff was $5,000; in all received about $13,000. I sold all the bonds at the same price. I first spoke to plaintiff about the bonds in the winter of 1874. I had shown the bonds to him frequently in Cleveland, O. I was in Junction City when the trade with plaintiff was consummated. I
296 never got them back after plff. purchased them. The sale was made by letter. The $5,000.00 was paid a few days after the sale by exchange on St. Louis. We got advices from the bank there that we had a credit to amount of $5,000. I have paid several thousand dollars for plff. myself. I credited him something over $8,000. I charged myself with the money and gave him credit. Plaintiff sent me afterwards $2,800. I gave my note to the bank. I had individual money in the bank to my own account, and I drew from this fund to pay my note. I paid the $5,000.00, and then got credit with him for it.

Cross-examined:

At the time I negotiated the bonds I never knew of anything that threw suspicion on the bonds. I knew nothing about what representations, if any, had been made to the county commissioners to induce them to accept the bond.

And this was all the testimony of W. B. Clarke.

Defendants then called JAMES STREETER, who testified:

At the time I sold the bonds to the plaintiff I informed him that the

injunction suit in Marion County had been dissolved. I was shown a letter addressed to my attorney from Judge Brown, about the first of June, 1874, in which Judge Brown wrote that he had decided to discharge the injunction, and would have the order entered on the record of Marion County district court of the 5th of June, 1874. I heard about the matter of the getting the Marion County bonds by Hale & Dug. I had no knowledge about haw they got there. I told McBeatney when he told me Hale and Dug had the bonds that I had not signed the bonds
297 of the railway company. The board of discount only sustained what W. B. Clarke had done in his negotiations with the contractors. The county bonds were first taken from Sherburn & Co. as *as* collaterals for their debt to the bank. I don't remember of any instructions to Clarke to go to Kansas City for the bonds.

And this was all the testimony of James Streeter.

Defendants then offered to prove that Marion County had but thirteen thousand dollars of indebtedness exclusive of the one hundred thousand dollars of bonds to the Kansas and Nebraska Company, and that the taxable property of said county at the time the First National Bank obtained the bonds in suit was over two million of dollars, also the same when the plaintiff obtained the bonds, which evidence the court refused to admit, to which ruling of the court the defendants duly at the time excepted.

Defendants then offered the depositions of G. M. Camp, S. C. Lacklin, and David Lucas, commissioners of Marion County, and many other citizens and voters of said county, to prove that no notice of the meeting of the directors of the Kansas and Nebraska Railway Company, held on the 23rd day of August, 1872, at which the charter of said company was ordered amended, was ever given to the board of county commissioners of Marion County, or to the directors of said company residing in said county; and also to prove that said charter was amended so as to provide for branches 450 miles in length additional to the original line of railroad, without the knowledge or consent of the commissioners of Marion County, and without the knowledge or consent of the
298 directors of the railway company residing in county, and without the knowledge or consent of the tax-payers of said county; and also to prove that Marion County was not represented at the said meeting of the directors of the said railroad company; and als' to prove that the said board of county commissioners and the tax-payers and voters of Marion County at the time the bonds of said county were issued to the Kansas and Nebraska Railway Company did not know that the charter of said company had then been amended; and also to prove that said county commissioners would not have issued the bonds of the county to said railway company if they had known of the amendment of its charter; and also to prove that said railway company quit all work upon its line of road upon or soon after receiving the one hundred thousand dollars of bonds, and had done nothing since that time upon any portion of its line of road; that all the work said railway company had ever done upon any part of its projected road was the grading of about eighteen miles in Marion County; that the cost of the grading and work done on the line of road in Marion County did not exceed fifteen thousand dollars.

That said railway company was totally insolvent and had no organization; that a majority of the qualified voters of Marion County would not have voted for the proposition to subscribe for stock in the Kansas

and Nebraska Railway Company if the charter of said company had authorized said company to construct branches 450 miles long in addition to its main line; that said Kansas and Nebraska Rail-
299 way Company had done nothing towards completing its road according to the terms of the bond given by said company to Marion County; all of which evidence the court refused to admit, to which ruling of the court defendants duly excepted.

And this was in substance all the material evidence introduced or offered in said trial.

The court then instructed the jury as follows:

1st. The plaintiff makes out a prima-facie case when he introduces the coupons in suit.

(To the giving of which said instruction the defendants duly excepted.)

2nd. There is no proof to go to the jury of notice to the First National Bank of Junction City, at or prior to its purchase of the bonds, of the fraudulent character of the representations made by the railway company to the county commissioners of Marion County which induced them to accept the bond of the said Kansas and Nebraska Railway Company.

(To the giving of which said instruction defendants duly excepted.)

3rd. If the First National Bank of Junction City gave value for the bonds, and purchased them before due without notice of the fraud set up and relied on by the county in respect to the bond which was given by the railway company, and sold the bonds in suit to the plaintiff, he is entitled to recover on the bonds, though he had notice when he obtained them that the county claimed they were fraudulent and that a suit was pending contesting their validity, the record of which has been introduced in evidence.

300 (To the giving of which said instructions defendants duly excepted.)

4th. The amendment of the charter of the Kansas and Nebraska Railway Company is no defense if the bonds in suit were purchased by the bank before due, and for value.

(To the giving of which said instructions defendants duly excepted.)

And now defendants pray that this their bill of exceptions in that behalf may be allowed; which is accordingly done, and ordered to be made a part of the record in this case.

Dated this 1st day of December, 1875.

JOHN F. DILLON.

A.

Petition.

STATE OF KANSAS, *County of Marion, ss:*

In district court in and for said county.

THE STATE OF KANSAS, COUNTY OF MARION, on the relation of Sam. R. Peters, plff.,
vs.
THE ST. JOSEPH, KANSAS AND TEXAS PACIFIC Railway Company, S. H. Grimes, county treasurer of Marion County; Thomas W. Bown, county clerk of Marion County; R. McBratney, G. B. Dug, Hiram F. Hale, Sherburn & Co., W. Sherburn, Allen J. Cheney, A. C. Pierce, W. B. Clarke, The First National Bank of Junction City, Kansas, A. A. Moore, James Streeter, John T. Price, A. W. Beasley, L. P. Norton & E. Norton, and A. W. Callen.

301 The plaintiff, on the relation of Sam. R. Peters, complaining, says that on the day of A. D. 1874, the county board of commissioners of Marion County, Kansas, made an order directing L. F. Keller, county attorney for Marion County, Kansas, to institute proceedings in the district court in & for Marion County, in behalf of said county, to set aside and annul certain bonds issued by said county to the Kansas and Nebraska Railway Company, and to enjoin the county treasurer of said Marion County from paying said bonds, or any interest thereon; that said L. F. Keller refused to comply with said order of said Board of County Commissioners; that said Board of County Commissioners made on application to the attorney-general of the State of Kansas, A. L. Williams, to have the said attorney-general institute said proceedings, and that said A. L. Williams, attorney-general as aforesaid, refused to allow said proceeding to be instituted in his name. That the said Board of County Commissioners, on the 8th day of November, A. D. 1874, made an order appointing the relator, Sam. R. Peters, as special attorney to institute said proceeding, and directed him, for & on behalf of the people of said county of Marion, & State of Kansas, to at once institute said proceedings.

That the plaintiff, on the relation aforesaid, further complaining, say', that on the 1st day of July, A. D. 1871, the Kansas and Nebraska Railway Company, now the Saint Joseph, Kansas and Texas Pacific Railway Company, defendant herein, became incorporated, under the laws of the State of Kansas, for the purpose of constructing,
302 maintaining, and operating a railway and telegraph line, commencing at the north boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses said State line; thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner to the south boundary-line of said State of Kansas, by the most practicable route, the length of said railway through said State of Kansas being about two hundred and twenty miles.

That afterwards, and on the 10th day of July, A. D. 1871, petitions were presented to the Board of County Commissioners of the count' of

Marion by the citizens & tax-payers of said county, asking said Board of County Commissioners to submit a proposition to the qualified electors of Marion County to subscribe for two thousand shares, of one hundred dollars each, of the capital stock of the Kansas and Nebraska Railway Company, said stock to be paid for in thirty years' seven per cent. bonds of the county, such subscription to be made upon such terms as would secure the speedy construction of said road through said county from its northern to its southern line in and through said county, and by way of Marion Center and Peabody, in the direction of Wichita, in Sedgwick County.

That afterward, and on the 10th day of July, A. D. 1871, the petitions of the citizens and tax-payers were considered and acted upon by said Board of County Commissioners, and it was then ordered by said board that the question of the subscription by said county for two thousand shares, of one hundred dollars each, of the capital stock of the
303 said Kansas and Nebraska Railway Company be submitted to the qualified electors of said county of Marion, at a special election to be held on Tuesday, the 15th day of August, 1871, and that if said vote should be in favor of said subscription, the same should be made by the said Board of County Commissioners upon the following terms and conditions, to wit: Said stock to be paid for with the bonds of the county, payable thirty years after the date of their issuing, and bearing interest at the rate of seven per cent. per annum, payable annually; that work should be commenced on the northern line of said county within twelve months after the date of said subscription, and the road completed and in operation to a connection with the Atchison, Topeka and Santa Fé Railroad, at the village of Peabody, within three years after the date of said subscription, and that, when completed it should be as a continuous line from Junction City, and to be of same gu*a*ge as the Kansas Pacific Railway.

That afterwards, on the 15th day of August, A. D. 1871, an election was held in said county, at which election a vote was had by the qualified voters of said county on said proposition, and that, upon a canvass of the votes so cast at said election, two hundred and ninety-four votes were cast in favor of said subscription by Marion County, for two thousand shares, of one hundred dollars each, of the capital stock of said Kansas and Nebraska Railway Company, upon the following terms and conditions, to wit: Said stock to be paid for in the bonds of the county, payable thirty years after the date of their issuance, and to bear
304 interest at the rate of seven per cent. per annum, payable annually. That work should be commenced on the northern line of said county within twelve months after the date of said subscription, and the road to be completed and in operation to a connection with the Atchison, Topeka and Santa Fé Railroad at the village of Peabody within three years after the date of said subseription, and when completed should be a continuous line from Junction City, Kansas, and of the same gu*a*ge as the Kansas Pacific Railway. It was further agreed that the said Kansas and Nebraska Railway put good and suitable depots at the following places: at Lincolnville, Marion Centre, and Peabody; and said bonds should be deliverable as follows:

On the completion of the grading of said Kansas and Nebraska Railway from the north line of the county to Marion Centre, one-half of said bonds should be due and deliverable to said Kansas and Nebraska Railway Company; and on the completion of said railway from Marion Centre to the village of Peabody, seventy-five thousand of said bonds should be due and payable; and upon the completion of said Kansas

and Nebraska Railway to the south line of said county, the residue of said bonds should by due and payable; provided, also, that before any county bonds should be issued and delivered to said Kansas and Nebraska Railway Company the said railway company should execute to the county of Marion a good and sufficient bond, conditioned that
305 said Kansas and Nebraska Railway should be completed as herein provided, and that one hundred and sixty-nine votes were cast against said proposition to so subscribe, and the said proposition to so subscribe was declared carried, and the said Board of County Commissioners, on the 18th day of August, A. D. 1871, when said canvass was so made and declared, did enter on the records of the proceedings of said board that said subscription was then and thereby made by the board of said county for and in behalf of said county of Marion, and did elect one C. O. Fuller a member of said board, to enter the said subscription on the books of said Kansas and Nebraska Railroad Company.

That afterwards the said Kansas and Nebraska Railway Company, for the sole purpose of obtaining the one hundred thousand dollars of said bonds of said county so voted and due and deliverable on the completion of the grading of said Kansas and Nebraska Railway Company from the north line of said county to Marion Centre, did do and complete said grading (except one heavy fill of earth or embankment at or near Marion Centre, and except another heavy fill or embankment near Lincolnville, which were not finished) in a poor and unskilful manner, and at a cost not exceeding eighteen thousand dollars, as the said plaintiff is advised.

That after said vote had been so had and declared, and after said stock had so been subscribed, and after said Kansas and Nebraska Railway Company had so graded, as aforesaid, its said road from the north line of said County to Marion Centre, and on or about the 23rd day of August, A. D. 1872, the said Kansas and Nebraska Railroad Company, at a
306 meeting of its directors held on said last-mentioned date, ordered that the charter of said company be amended by a new certificate, signed by a quorum of directors, so as to provide for a branch of the road running from some point in said Marion County in a southerly direction through Butler and Cowley Counties to the south line of the State of Kansas, and also for a branch from some point in Dickenson County, by way of Abilene, in a westerly direction to the west line of the State of Kansas.

That afterward, on the 5th day of September, A. D. 1872, an amended charter of said company was filed in the office of the secretary of state of Kansas, providing for and re-incorporating said company under the name of the Kansas and Nebraska Railway Company, and that the purposes of the act of re-incorporation of said company was for the construction, maintenance, and operation of a railway and telegraph line, commencing at the northern boundary-line of the State of Kansas, at or near the point wher' the Big Blue River crosses said State line, thence running southerly through the counties of Marsha'l, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner to the south boundary-line of said State of Kansas, by the most practicable route, the length of said railway through said State of Kansas being about two hundred and twenty miles, with a branch commencing at some point in Marion County and running in a southerly direction through the counties of Butler & Cowley to the southern line of the State of Kansas, the length of said branch being about seventy miles; also with a branch com-
307 mencing at some point in Dickenson County, and runnining in a westerly direction through the counties of Dickenson, Saline,

Ottawa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, and the unorganized territory of the State, to the western or northern line thereof, the length of said branch being about three hundred and fifty miles.

That after the said Kansas and Nebraska Railway Company had so amended its charter, and had been so re-incorporated, the said company applied to the said board of county commissioners for a delivery of the said one hundred thousand dollars of the bonds of said Marion County, due and deliverable to the said Kansas and Nebraska Railway Company, as re-incorporated and doing business, for the purposes and objects set out and embraced in its said charter then in force at the time said vote and subscription were had and made, and presented a bond to said board of county commissioners signed by said Kansas and Nebraska Railway Company, as re-incorporated, by its then president, R. McBratney, defendant herein, and by its then secretary, G. B. Dug, defendant herein, and attested with the seal of said Company, and with one Sherborn and Co., W. Sherborn, Allen J. Cheney, R. McBratney, G. B. Dug, A. C. Pierce, and Hiram F. Hale, as its sureties therein and defendants herein, conditioned in the sum of two hundred thousand dollars, that said Kansas and Nebraska Railway Company (so re-incorporated) would

308 fully complete, stock, and put in running order said railway from Junction City to Peabody, in Kansas, on or before the 23rd day of August, A. D. 1874, and would fully and completely comply with all the conditions of the said subscription as the same appears on the records of the said County of Marion and as stated herein.

That upon said application for said bonds by said company, the said company, to induce said board to accept and approve said bond so executed by it, and to deliver to the said company the said bonds of said county, so asked to be delivered as aforesaid, falsely and fradulently represented to said board of county commissioners that the security offered in said bond was good and sufficient security to the said county for that sum, and that the said company was, with the sureties offered by it, good and sufficient for the sum of two hundred thousand dollars, the amount of said bond, and that said company would speedily build and complete said road as contemplated in said proposition so submitted to a vote as aforesaid, and upon which said subscription was made, and that said company desired to obtain said bonds for the purpose of obtaining more means to so complete said road. That said board, moved by said false and fraudulent pretenses and representations of said company, then and there made, approved said bond, and then and there delivered to said Kansas and Nebraska Railway Company, so re-incorporated, certain bonds of the said County of Marion, signed by the chairman of said board and attested by the county clerk of said Marion County, and

309 signed by no other persons or member of said board, said bonds being one hundred in number, for one thousand dollars each, numbered respectively from one to one hundred inclusive, each dated the 3d day of September, A. D. 1872, and each due and payable thirty years and twenty-seven days after the date thereof, or thirty years after the 1st day of October, A. D. 1872, and each bearing seven per cent., the interest payable semi-annually on the 1st days of April and October in each year, and the principal and interest of each payable at the National Trust Company in the city of New York, and each bond having interest-coupons attached thereto, with the name of the chairman of said board printed upon each of said coupons, and having the name of no other person printed or written thereon; that upon the completion of said grading as aforesaid from the north line of said Marion Centre, and upon receiving said bonds as aforesaid from said board, the

said Kansas and Nebraska Railway Company so re-incorporated ceased and quit all work upon the line of its said road and its branches, and has done and accomplished nothing since towards the building and completion of the said line of railway, or the building of said depots, or connecting with said Atchison, Topeka, and Santa Fe Railroad at the said village of Peabody, as provided and contemplated in the said vote had and said subscription made, and that the necessary work yet to be done and the necessary material yet to be furnished to so complete said road according to the terms of said vote and subscription will require the expenditure of at least one million of dollars.

310 That by the terms of the said vote so taken and said subscription so made said road is to be completed on or before the 23rd day of August, A. D. 1874, being three years after said subscription, and that said Kansas and Nebraska Railway Company, so re-incorporated and acting and doing business under the name of the St. Joseph, Kansas and Texas Pacific Railway Company, defendant herein, is insolvent and financially unable to complete said road, or any part thereof, and has been so insolvent from the time of its said re-incorporation, and that by reason of said insolvency and financial inability the said road, according to the provisions and conditions of said vote and subscription, will not be built, nor any part thereof, and that said company is taking no steps towards completing said road in said time.

The said plaintiff, on the relation aforesaid, avers it to be true that the said bond for two hundred thousand dollars executed by said company and said sureties is now and has at all times since the execution thereof been valueless, worthless, and out of and from which nothing could or can be made, and by which no security is obtained, by reason of the utter insolvency and financial inability of said company and the financial inability of each of said securities.

The plaintiff, on the relation aforesaid, avers it to be true that the said company re-incorporated as aforesaid, and now acting and doing business under the said name of the said St. Joseph, Kansas, & Texas Railway Company, was so organized, chartered, and put in existence for the fraudulent and sole purpose of obtaining said bonds, and that it

311 never designed or had in view the building of said road, or any part thereof, save so much thereof as would permit it fraudulently to obtain said bonds, and that said company so re-incorporated well knew when it received said bonds from said board of county commissioners that it never intended building said road as contemplated in the said proposition so submitted to a vote, and upon which vote said subscription was made.

The said plaintiff, on the relation aforesaid, further avers and charges it to be true that said bonds so delivered by said board were intended for and voted to the Kansas and Nebraska Railway Company, a railway corporation then existing and claiming to have for its sole and only object and purpose the construction, maintenance, & operation of a line of railway & telegraph line from commencing at the north boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses said State line; thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner to the southern boundary-line of the State of Kansas by the most practicable route, the length of said railway through said State of Kansas being about two hundred and twenty , and that the qualified electors so voting in favor of said proposition and for said subscription did not intend, favor, or want the said subscription on bonds to be made and given to any other different or more extended line of rail-

312 way whatever, and that said intentions, desires, and wants of said electors are shown by the charter of said Kansas and Nebraska Railway Company, then and at the time of said vote and subscription in force, and being as also by said proposition so submitted to be voted upon, and that the delivery of said bonds to the Kansas and Nebraska Railway Company, as re-incorporated and acting under a new and different charter, and having for its object & purposes the construction, operation, & maintenance of a railway and telegraph line commencing at the north boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses the said State line; thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner to the south boundary-line of said State of Kansas by the most practicable route, the length of said road or railway through said State of Kansas being about two hundred and twenty miles, with a branch commencing at some point in Marion County and running in a southerly direction through the counties of Butler & Cowley to the southern boundary-line of said State of Kansas, the length of said branch being about seventy miles; also a branch commencing at some point in Dickenson County and running in a westerly direction through the counties of Dickenson, Saline, Ottawa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, and the unorganized territory of the State of Kansas to the western or northern boundary-line of said State of Kansas, the length of said branch being
313 about three hundred and fifty miles was contrary to the vote so taken, contrary to the proposition submitted to the said qualified voters, and against *and against* the wishes of said electors, and in fraud of the rights *and* tax-payers of the said county of Marion, and therefore void; that said *that said* delivery of said bonds was made to the Kansas an' Nebraska Railroad Company so re-incorporated without any vote or subscription first being had or made by the qualified electors of said Marion County to said company so re-incorporated, for the purposes and objects aforesaid, and that such delivery was in consequence thereof unauthorized, fraudulent, and void, and the said bonds so delivered were also in consequence thereof unauthorized, fraudulent, and void.

And the said plaintiff, on the relation aforesaid, further avers and charges it to be true, that said bonds so delivered are wholly void, for the further reason that the said bonds were not issued by the board of county commissioners of said county as contemplated and required by law, but were only signed and issued by one member of the said board, and attested by the county clerk.

And the said plff., on the relation aforesaid, further charges it to be true, that said bonds so delivered are wholly void, for the further reason that the same were and are made due and payable more than thirty years after the date of said bonds, contrary to law and in violation of the statute in such case made and provided; that said bonds are dated the 3d day of September, A. D. 1872, and are due and payable thirty years after the 1st day of October, A. D. 1872, and being thirty
314 years and twenty-seven days after the date of their issuance, and that the act of said board in so issuing said bonds payable for a longer period than thirty years was beyond the scope of the powers of said board, in violation of law, and void.

And the said plaintiff, on the relation aforesaid, further avers and charges it to be true that the said bonds so delivered are wholly void, for the further reason that said bonds were, when issued, to bear seven per cent. interest per annum, payable annually, and the said bonds when issued and delivered were made to bear interest payable semi-an-

nually on the 1st days of April & October of each year, thereby inflicting upon said county and the citizens & tax-payers thereof greater burdens, hardships, & expense than was contemplated by the proposition so submitted to a vote, and contrary to the statute in such cases made and provided.

And the said plff., on the relation aforesaid, further avers and charges it to be true that the interest-coupons attached to said bonds are also wholly void, for the reason that said coupons are made out for each semi-annual payment of interest, and are not signed by said Board of County Commissioners or any member thereof, but the name of the said chairman of said board was printed upon said coupons, and that no other name appears upon said coupons, and that the said coupons were not attested by the signature of the county clerk, who, by law, is required to sign all orders issued by said Board of County Commissioners
315 for the payment of money.

The plff., on the relation aforesaid, further avers that said bonds so issued and delivered in violation of law and of the rights of the tax-payers, electors, and people of Marion County were void, for the further reason that the said Kansas and Nebraska Railway had not complied with the conditions of said subscription in such a manner as to entitle the said railway to have the said bonds issued and delivered to them, in this, to wit, that the said Kansas and Nebraska Railway Company had not completed the grading from the north line of said Marion County to the said town of Marion Centre, but that several and various fills and embankments remained incomplete and unfinished between said north line of Marion County and said Marion Centre at the time of the issuance of said bonds as aforesaid, and that said fills and embankments have not yet been made and completed, and that Kansas & Nebraska Railway Company by false and fraudulent representations induced said Board of County Commissioners to believe that said grade was complete as required by the conditions as aforesaid, well knowing at the time that said grade was not completed and finished as was required of the said Kansas and Nebraska Railway Company in the conditions aforesaid.

The plaintiff, on the relation aforesaid, further avers that said bonds so issued and delivered in violation of law and of the rights of the
316 tax-payers and people of said Marion County are attempted to be fastened upon the tax-payers and taxable property of said Marion County as a valid tax charge, and that a levy has already been made on all said tax-payers and taxable property for the payment of the interest on said bonds so delivered, and that one S. H. Grimes, treasurer of said County of Marion, defendant herein, threatens to collect and is about collecting said taxes so levied, and will do so unless restrained by this honorable court.

That R. McBraney, G. B. Dug, Hiram F. Hall, Sherbern & Co., W. Sherborn, Allen J. Cheney, A. C. Pierce, W. B. Clarke, The First National Bank of Junction City, a banking corporation organized and doing business under the laws of the State of Kansas and the United States, A. A. Moore, James Streeter, John F. Price, A. W. Beasley, L. P. Norton and E. Norton, and A. W. Callen, defendants herein, claim to have some interest, possession, or ownership in some one or more of said bonds so delivered, but the said plff. charges the fact to be that if they or any of them have any interest, ownership, or possession in said bonds, that the same was acquired and obtained with a full knowledge and notice of the facts herein stated, and that they are attempting to, and will, unless restrained by order of this honorable court, part possession with said

bonds so claimed by them, and place them in the hands of other persons not parties hereto, and out of the jurisdiction of this court, and to the great injury of said County, and the people and tax-payers
317 thereof.

And the plff., on the relation aforesaid, further avers that the said company, as re-incorporated and now acting, operating, and doing business under the name of the St. Joseph, Kansas & Texas Pacific Railway Company, is and claims to be the possessors of nearly, if not all, of said bonds so delivered, and that it is attempting to dispose of and sell the same, and will place them in the hands of other persons not parties to this suit, and beyond the jurisdiction of this court, and will do so to the great injury of the County of Marion and the people and tax-payers thereof, unless restrained by the order of this honorable court from so doing.

The plff., on the relation aforesaid, further avers and charges the fact to be true that by reason of the insolvency and financial inability of said Kansas & Nebraska Railway Company so re-incorporated and now acting, operating, & doing business under the name of the St. Joseph, Kansas and Texas Pacific Railway Company, defendant herein, and by reason of the financial inability of the said sureties of said company on said bond, and by the further reason of the abandonment by said company of all design and intention to further complete said line of railway through said Marion County so voted upon, and of its financial inability to so build or further complete said road, the said County of Marion & the said tax-payers and people thereof are in great danger
318 of being harrassed with vexatious actions at law to enforce the payment of said bonds so delivered, and are in great danger of having to pay said bonds so illegally issued and delivered, without receiving any value therefor, and that said company, so re-incorporated and acting under said last-mentioned name, will so attempt by transferring the possession of said bonds to other parties and beyond the jurisdiction of this court, unless restrained by this court as aforesaid.

Wherefore the plff., on the relation aforesaid, prays that the said defendant, the St. Joseph, Kansas & Texas Pacific Railway Company, S. H. Grimes, county treasurer of Marion County, Kansas, R. McBratney, G. B. Dug, Hiram F. Hall, Sherborn & Co., W. Sherborn, Allen J. Cheney, A. C. Pierce, W. B. Clarke, The First National Bank of Junction City, A. A. Moore, James Streeter, John T. Price, A. W. Beasley, L. P. Norton & E. Norton, & Thomas W. Bown, county clerk of Marion County, & A. W. Callen, defendants, be summoned to answer, all and singular, the allegations herein contained, and especially to answer & set forth the number and amount of said bonds held by each of said defendants, with the respective numbers of the said bonds so held, and also that a temporary injunction be granted by this honorable court restraining and enjoining the said defendants, and each one of them, from transferring or in any wise disposing of said bonds or any of them during the pendency of this action, and also that a temporary injunction be issued restraining and enjoining S. H. Grimes, county treasurer of said Marion County, his successor and successors in office, from collecting or attempting to collect the taxes levied in said county of Marion for the
319 purpose of paying the interest on said bonds or for the purpose of creating a sinking-fund for the final redemption thereof; that upon the final hearing of this action that said bonds be adjudged and declared illegal and void, and that said bonds and coupons, so issued as aforesaid, be ordered brought into this court and cancelled, and that the county clerk of said Marion County, and State of Kansas, be ordered

to bring into this court the two thousand shares, of one hundred dollars each, of the capital stock of the Kansas and Nebraska Railway Company, so received by said board for said return to said company, and that this honorable court so order this stock to be returned to said company or cancelled, as the said company may desire, and also that a perpetual injunction be granted by this honorable court forever enjoining and restraining the said treasurer of Marion County, State of Kansas, his successor or successors in office, from collecting or attempting to collect said taxes, or any part thereof, so levied as aforesaid, to pay the interest on said bonds or to provide a sinking-fund for the redemption of the same, and that the defendants, and each one of them, so holding and being in the possession of said bonds, or any of them, be perpetually enjoined and restrained from selling or in any manner whatever disposing of the same, or any of them, and for such other and further relief in the premises as may be necessary & proper.

SAM. R. PETERS, *Relator.*

THE STATE OF KANSAS,
County of Marion, ss:

320 Sam. R. Peters, on his oath, states that the matters and things set forth in the above petition are true.

SAM. R. PETERS.

Subscribed and sworn to before me this 10th day of February, A. D. 1874.

WM. R. BROWN,
Judge 9th Dist., Kansas.

Endorsed on back as follows, to wit:

Application for an injunction as within prayed for allowed, on co. board of Marion Co. making an order by which said co. becomes liable for damages and costs.

Dated Feb. 10th, 1874.

WILLIAM R. BROWN, *Judge.*

This petition and the endorsement on the back thereof filed Feb. 11th, 1874.

S. B. TUBBS, *Clerk,*
By JNO. C. SMITH, *D. C.*

In vacation, June 10th, 1874.

THE STATE OF KANSAS, MARION COUNTY, EX rel. Sam. R. Peters,
vs.
THE ST. JOSEPH, KANSAS AND TEXAS PACIFIC Railway Company, *Co.*, S. H. Grimes, county treasurer of Marion County, and others.

And now comes the First National Bank of Junction City, Kansas, and W. B. Clark, two of the defendants in the above-entitled cause, and move the court for a dissolution of the temporary injunction in said cause so far as they were concerned; and it appearing to the
321 court that the plaintiff has no authority in law to bring the suit, the said motion is sustained and the temporary injunction dissolved; to which ruling of the court the plaintiff duly excepted and was granted 30 days in which to make case for the supreme court. Dated June 7th, 1874.

Summons for district court.

STATE OF KANSAS,
County of Marion, ss:

The State of Kansas, Marion County, to the sheriff of Marion County, greeting:

You are hereby commanded to notify Samuel H. Grimes, as county treasurer of Marion County, Kansas, and Thomas W. Bown, county clerk of said county, and A. A. Moore, that they ha' been sued by the State of Kansas, ex rel. Samuel R. Peters, in the district court, ninth judicial district, State of Kansas, sitting within and for the county of Marion, and that they must answer the petition filed against them in the clerk's office of the said court on or before the 1st day of May, A. D. 1874, or such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on or before the 22nd day of February, A. D. 1874.

SEAL OF DISTRICT COURT, MARION COUNTY, KANSAS.

Witness my hand and the seal of said court, at my office in the town or Marion Centre, Kansas, in the said county of Marion, this 12th day of Feby., A. D. 1874.

S. B. TUBBS, *Clerk*,
By JNO. C. SMITH, *Deputy*.

Service on within hereby acknowledged.

THOS W. BOWN,
County Clerk.

322 I hereby acknowledge service on within summons.

S. H. GRIMES,
County Treasurer.

Injunction allowed.

S. B. TUBBS, *Clerk*,
By JNO. C. SMITH, *D. C.*

(Indorsed:) Original. No. 209. District court, State of Kansas. Summons. Kansas, ex rel. J. R. Peters, vs. The St. Joe, Kas. & Texas R. R. et al. Issued Feby. 12, 1874. Returnable Feby. 22, 1874. Filed Feby. 14, 1874. S. B. Tubbs, clerk, per John C. Smith, deputy. Peters & Case & Ross Burns, attorneys for plaintiff.

SHERIFF'S OFFICE, MARION COUNTY, KAN.

Received the within summons the 12th day of February, A. D. 1874, at 3 o'clock p. m. Served the same February 14, 1874, by delivering to the within-named S. H. Grimes & Thomas M. Bown a true and certified copy thereof, with all the endorsements thereon, the within-named A. A. Moore not being found in Marion County.

S. T. HOWE,
Sheriff Marion County,
By C. T. WHITNEY,
Dept. Sheriff.

Fee: Summons, 1.00; mileage, —1.00.

Summons for district court.

STATE OF KANSAS,
County of Marion, ss:

The State of Kansas, Marion County, to the sheriff of Davis County, greeting:

You are hereby commanded to notify the St. Joseph, Kansas & Texas Pacific Railway Company, R. M. Bratney, G. B. Dug, Hiram F.
323 Hall, Sherborn & Co., W. Sherborn, Allen J. Cheney, A. C. Pierce, W. B. Clark, The First National Bank of Junction City, Kansas, James Streeter, John T. Price, A. W. Beasley, L. P. Norton, E. Norton, & A. W. Callen, that they have been sued by the State of Kansas, ex rel. Sam. R. Peters, in the district court, ninth judicial district, State of Kansas, sitting within and for the county of Marion, and that they must answer the petition filed against them in the clerk's office of the said court on or before the 1st day of May, A. D. 1874, or such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on or before the 25th day of March, A. D. 1874.

SEAL OF DISTRICT COURT OF MARION COUNTY, KANSAS.

Witness my hand and the seal of said court, at my office in the town of Marion Centre, Kansas, in the said county of Marion, this 12th day of February, A. D. 1874.

S. B. TUBBS, *Clerk*,
By JNO. C. SMITH, *Deputy*.

Injunction allowed.

S. B. TUBBS, *Clerk*,
By JNO. C. SMITH, *Deputy*.

(Indorsed:) No. 209. District court, State of Kansas. Summons. Kansas, ex rel. S. R. Peters, vs. The St. Joe, Kas. & Texas Pacific R. R. et al. Issued Feby. 12, 1874. Returnable Feby. 25, 1874. Peters & Case & Ross Burns, attorneys for plaintiffs.

SHERIFF'S OFFICE, *Davis County, Kan.*

Received the within summons the 16th day of February, A. D.
324 1874, at 6 o'clock p. m., and served by delivering a true copy of this summons, with all the endorsements thereon, to G. B. Dug, secretary of the St. Joseph, Kansas & Texas Pacific Railway Company, G. B. Dug, Hiram F. Hale, Allen J. Cheney, A. C. Pierce, W. B. Clarke, the 1st National Bank of Junction City, Kansas, John T. Price, & A. W. Callen, on the 27th day of February, A. D. 1874; and served by leaving a true copy of this summons, with all the endorsements thereon, at R. McBratney's & James Streeter's usual place of residence, on the 27th day of February, A. D. 1874; Sherborn & Co., W. Sherborn, A. W. Beasley, L. P. Norton, & E. Norton not found in my county.

B. R. KEIHL,
Sheriff Davis County.

Fee: Summons	50
10 add. "	2 50
Mileage	60
	$3 60

STATE OF KANSAS,
County of Marion:

I, Sam. T. Howe, clerk of the district court in and for the above-named county, hereby certify that the above and foregoing is a true copy of the petition & summons, & with all the endorsements thereon, and the entry of judgment dissolving the injunction as against the First National Bank of Junction City, Kansas, & W. B. Clark, defendants in the action entitled "The State of Kansas, ex rel. Sam. R. Peters, against the St. Joseph, Kansas & Texas Pacific Railway Company, S. H. Grimes, county treasurer of Marion County, Thomas W.
325 Bown, county clerk of Marion County, R. McBratney, G. B. Dug, Hiram F. Hale, Sherborn & Co., W. Sherborn, Allen J. Cheney, A. C. Pierce. W. B. Clark, The First National Bank of Junction City, Kansas, A. A. Moore, James Streeter, John T. Price, A. W. Beasley, L. P. Norton & E. Norton, and A. W. Callen," in the district court in and for said county of Marion, and State of Kansas, as the same appears from the original papers and records in said action in said court; and I further certify that the above-entitled action was the only action or suit pending in said district court of said county of Marion against any of the bondholders of the bonds issued by Marion County to the Kansas & Nebraska Railway Company on the 7th day of June, A. D. 1874.

In witness I have hereunto set my hand and affixed the seal of said court this 2d day of June, A. D. 1875.

[SEAL.] SAM. T. HOWE, *Clerk.*

STATE OF KANSAS,
County of Barton, ss:

I hereby certify that Sam. T. Howe, whose name is subscribed to the foregoing certificate, is the duly-elected and qualified clerk of the district court within & for the County of Marion, & State of Kansas, and that said County of Marion is a part of the 9th judicial district of said State; that the signature attached to the above and foregoing certificate is the genuine signature of Sam. T. Howe, clerk, as aforesaid; and that the said Howe is the custodian of the seal of said district court, and
326 that the seal attached to said certificate is the seal of the district court of said Marion County, and that the acts of Sam. T. Howe, as clerk, are entitled to full faith and credit as such.

In witness whereof I have hereunto set my hand this 3rd day of June, 1875, at chambers, in the city of Great Bend, Ks.

SAM. R. PETERS,
Judge 9th Judicial District & State of Kansas.

B.

Copy of proposition submitted to voters of Marion County to subscribe for stock in Kansas & Nebraska Railway Company.

JULY 10TH, 1871.

The board convened on above date pursuant to adjournment. Present, C. O. Fuller, David Lucas, Chas. Barker, and Clark. * * *

The petitions of the citizens and tax-payers of Marion County being considered, it is hereby ordered that the question of the subscription by the county for two thousand shares, of $100 each, of the capital stock of the Kansas and Nebraska Railway Company be submitted to the

qualified electors of said county at a special election to be held on Tuesday, the 15th day of August, A. D. 1871, and that, if said vote should be in favor of said subscription, the same will be made by the board of commissioners, upon the following terms and conditions, to wit:

Said stock to be paid for with the bonds of the county, payable thirty years after the date of their issuance, and bearing interest at the rate of seven per cent. per annum, payable annually. That work shall be
327 commenced on the northern line of said county within twelve months after the date of the said subscription, and the road completed and in operation to a connection with the Atchison, Topeka and Santa Fé Railroad, at the village of Peabody, within three years after the date of said subscription; and that, when completed, it shall be a continuous line from Junction City, and shall be of the same *guage* as the Kansas Pacific Railway. It is further agreed that the said Kansas and Nebraska Railway Company shall put good and suitable depots at the following places, to wit: Lincolnville, Marion Centre, and Peabody, and said bonds shall issue and be deliverable as follows: On the completion of the grading of the said Kansas and Nebraska Railway from the northern line of the county to Marion Centre, one-half of said bonds shall be due and deliverable; and on the completion of said Kansas and Nebraska Railway from Marion Centre to the village of Peabody, seventy-five thousand dollars of the residue of said bonds shall be due and deliverable to said Kansas and Nebraska Railway Company; and on the completion of said railway to the south line of said county, the residue of said bonds shall be due and payable: Provided, before any county bonds shall be issued and delivered to said Kansas and Nebraska Railway Company, said Kansas and Nebraska Railway Company shall execute to the county a good and sufficient bond, conditioned that said Kansas and Nebraska Railway Company shall be completed as herein provided. It is further ordered that the county clerk issue to the sheriff of Marion
328 County an order directing him make proclamation to the qualified electors of said county of the special election hereby ordered to vote for or against the subscription hereby proposed to be made, and that, if a majority of them vote in favor of said subscription, the same will be made, and not otherwise. The ballots used at said election shall have written or printed upon them the words "For subscription" or "Against said subscription."

On motion, the board approved.

C. O. FULLER.
CHAS. BARKER.
DAVID LUCAS.

Attest:
THOS. W. BOWN,
Co. Clerk.

C.

Charter of the Kansas and Nebraska Railway Company.

Certificate of incorporation of the Kansas & Nebraska Railway Company.

We, whose names are hereunto subscribed, viz, John B. Anderson, James Streeter, Robert McBratney, Robert S. Miller, Hiram F. Hale, Saml. M. Strickler, James R. McClure, G. B. Dug, B. Rockwell, G. E. Beates, James M. Harvey, Geo. W. Martin, James Humphrey, Alex.

McKinsie, George Smith, Robt. O. Kizer, Luther Hall, Henry Mitchell, J. H. Gilpatrick, A. W. Callen, Frank Patterson, P. Z. Taylor, Wm. Finlan, Geo. Rockwell, John T. Price, R. E. Lavrenson, L. A. Washington, Chas. E. Alioth, A. G. Couse, and A. G. Pierce, do hereby associate ourselves together as a railway company, under an act of the legislature of
the State of Kansas entitled "An act concerning private corpora-
329 tion," approved February twenty-ninth, eighteen hundred and sixty eight, according to the following articles:

ARTICLE 1. The name of the corporation shall be the Kansas and Nebraska Railway Company.

ARTICLE 2. The purpose for which such corporation is formed is the construction, maintenance, and operation of a railway and telegraph-line commencing at the north boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses said State line; thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner to the south boundary-line of said State of Kansas by the most practicable route, the length of said railway through said State of Kansas being about 220 miles.

ARTICLE 3. The places of business of said company shall be in Junction City, in said State of Kansas, and in the city of New York, in the State [of New York.]

ARTICLE 4. The term for which said company is organized shall be ninety-nine years.

ARTICLE 5. The number of directors of said company shall be thirteen.

ARTICLE 6. The capital stock of said company shall be four million dollars, divided into shares of one hundred dollars each.

330

J. B. ANDERSON.	ROBT. O. RIZER.
JAMES STREETER.	LUTHER HALL.
R. MCBRATNEY.	HENRY MITCHELL.
R. S. MILLER.	J. H. GILPATRICK.
HIRAM F. HALE.	N. W. CALLEN.
S. M. STRICKLER.	FRANK PATTERSON.
J. R. MCCLURE.	R. Z. TAYLOR.
G. B. DUG.	WM. FINLAN.
B. ROCKWELL.	GEO. ROCKWELL.
JAMES M. HARVEY.	JOHN T. PRICE.
G. E. BEATES.	R. H. ANDERSON.
GEORGE W. MARTIN.	L. A. WASHINGTON.
JAMES HUMPHREYS.	CHAS. E. ALIOTH.
ALEX. MCKENZIE.	A. G. COUSE.
GEORGE SMITH.	A. C. PIERCE.

STATE OF KANSAS,
Davis County, ss:

Be it remembered that on this 22nd day of June, A. D. 1871, before me, the undersigned, a notary public in and for the county and State aforesaid, came John B. Anderson, James Streeter, Robt. McBratney, Robt. S. Miller, Hiram F. Hale, S. M. Strickler, Jas. R. McClure, G. B. Dug, B. Rockwell, G. E. Beates, Jas. Humphrey, Geo. W. Martin, Alex. McKensie, Geo. Smith, Robt. O. Rizer, Luther Hall, Henry Mitchell, J. H. Gilpatrick, A. W. Callen, Frank Patterson, R. Z. Taylor, Wm. Finlan, and Geo. Rockwell, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

331 In witness whereof I have herewith set my hand and affixed my official seal the day and year last above written.

[SEAL.] JOHN P. SWENSON,
Notary Public.

I, W. H. Smallwood, secretary of state of the State of Kansas, do hereby certify that the above and foregoing is a true and correct copy of the original instrument of writing filed in my office July 1, 1871.

In testimony whereof I have hereunto subscribed my name and affixed the great seal of the State. Done at Topeka this 29th day of October, A. D. 1872.

[SEAL.] W. H. SMALLWOOD,
Secretary of State.

Amended charter of the Kansas and Nebraska Railway Company.

Certificate of incorporation of the Kansas and Nebrask' Railway Company.

We, whose names are hereunto subscribed, viz, Rob't. McBratney, John T. Price, Ed. T. Porter, A. C. Pierce, James Streeter, Geo. W. Martin, G. B. Dug, A. B. Whiting, Levi Billings, Wm. Kellison, and A. A. Moore, now constituting the board of directors of the Kansas and Nebraska Railway Company, duly organized under the act of the legislature of the State of Kansas entitled "An act concerning private corporations," approved February 29, A. D. 1868, as is shown by the certificate of association signed by W. H. Smallwood, secretary of state, bearing date at Topeka, July 5th, A. D. 1871, and acting in con-
332 formity with an order of the board of directors of said association, made at a special meeting of said board, held at Junction City, Kansas, August 23rd, 1872, do hereby amend the certificate of said Kansas and Nebraska Railway Company so that said certificate shall read and stand as follows:

ARTICLE 1ST. The name of the corporation shall be the Kansas and Nebraska Railway Company.

ARTICLE 2ND. The purpose for which said corporation is formed is the construction, maintenance, and operation of a railway and telegraph-line, commencing at the north boundary-line of the State of Kansas, at or near the point where the Big Blue River crosses said State line; thence running southerly through the counties of Marshall, Riley, Davis, Dickenson, Marion, Sedgwick, and Sumner to the south boundary-line of said State of Kansas by the most practicable route, the length of said railway through the said State of Kansas being about 220 miles, with a branch commencing at some point in Marion County and running in a southerly direction through the counties of Butler and Cowley to the southern line of the State of Kansas; the length of said branch being about (70) seventy miles. Also, with a branch commencing at some point in Dickenson County and running in a westerly direction through the counties of Dickenson, Salina, Ottawa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, and the unorganized territory of the State to the western or northern line thereof, the length of said branch being about 350 miles.

333 ARTICLE 3RD. The places of business of said company shall be in Junction City, Kansas, and in the city of New York.

ARTICLE 4TH. The term for which said company is organized shall be ninety-nine years.

ARTICLE 5TH. The number of directors of said company shall be thirteen, (13.)

ARTICLE 6TH. The capital stock of said company shall be four million dollars.

Done by order of the board of directors of the Kansas and Nebraska Railway Company, at Junction City, Kansas, this 23rd day of August, A. D. 1872.

R. McBRATNEY.
JNO. T. PRICE.
ED. T. PORTER.
JAMES STREETER.
A. C. PIERCE.
GEO. W. MARTIN.
G. B. DAY.
A. B. WHITING.
LEVI BILLINGS.
WILLIAM KELLISON.
A. A. MOORE.

STATE OF KANSAS,
Davis County, ss:

Before me, the undersigned, a notary public in and for the
334 county and State aforesaid, came Robt. McBratney, John S. Price, James Streeter, Ed. T. Porter, Geo. W. Martin, A. C. Pierce, and G. B. Day, who are personally known to me to be members of the board of directors of the Kansas and Nebraska Railway Company, and the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In witness whereof I have hereunto set my hand and affixed my official seal, this 24th day of August, A. D. 1872.

[SEAL.] THOMAS HOOKEY,
Notary Public.

Abstract of the proceedings of a meeting of the board of directors of the Kansas and Nebraska Railway Company, held at Junction City, Kansas, August 23rd, 1872.

On motion, it was ordered—

That the charter of the company be amended by a new certificate, signed by a quorum of directors, so as to provide for a branch of the road running from some point in Marion County in a southerly direction, through Butler and Cowley Counties, to the south line of the State of Kansas, and also for a branch from some point in Dickenson County, by way of Abilene, in a westerly direction to the west line of the State.

I hereby certify that the above is a correct and true abstract of the proceedings of the board of directors of the Kansas and Nebraska Railway Company, at a meeting held in Junction City, Kas., August 23rd, 1872.

Junction City, Ks., August 24th, 1872.

[SEAL.] G. B. DAY,
335 *Secy. Kas. and Nebraska Railway Co.*

I, W. H. Smallwood, secretary of state of the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original instrument of writing filed in my office Sept. 5th, A. D. 1872, and I further certify that the records of this office do not show that more than three certificates of incorporation have been issued for a

railway company known and designated as the "Kansas and Nebraska Railway Company," to wit, for one filed June 10th, 1871; one filed July 1st, 1871; and one filed Sept. 5th, 1872.

In testimony whereof I have hereunto subscribed my name and affixed the great seal of the State. Done at Topeka this 6th day of November, A. D. 1872.

[SEAL.] W. H. SMALLWOOD,
Secretary of State.

STATE OF KANSAS,
County of Marion, ss:

I, E. Baxter, a notary public in and for the county and State aforesaid, duly commissioned and qualified according to law, do hereby certify that the within instrument in writing was exhibited to Wm. Killison and Levi Billings, and by them examined during the taking of their depositions before me in the case of Aaron Clark, plaintiff, vs. The Board of County Commissioners of Marion County, Kansas, now pending in the circuit court of the United States for the district of Kansas, and that the testimony given by the said William Kellison
336 and Levi Billings concerning the amended charter of the Kansas and Nebraska Railway Company, before me, in the said case, on the 28 & 31st days of May, 1875, was given by them upon examinations by them of the said instrument.

Given under my hand and notarial seal this 2nd day of June, 1875.

[SEAL.] E. BAXTER,
Notary Public.

STATE OF KANSAS,
Davis County:

Personally appeared before me, the undersigned, a notary public in and for said county and State, G. B. Dug, who, being duly sworn by me, on oath says that he is the secretary of the Kansas and Nebraska Railway Company, a corporation duly and legally organized under the laws of the State of Kansas, and that at a legal meeting of the stockholders of said corporation, held at their office in Junction City, Kansas, on Saturday the 19th day of April, A. D. 1873, the name of said corporation was changed by a unanimous vote of the stock represented at said meeting, the said corporation to be known hereafter as the "Saint Joseph, Kansas and Texas Pacific Railway Company."

G. B. DUG,
Secretary Kansas and Nebraska Railway Company.

Sworn to and subscribed before me this 19th day of *of* April, A. D. 1873.

[SEAL.] THOMAS HOOKEY,
Notary Public.

I, W. H. Smallwood, secretary of state of the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original instrument of writing filed in my office April 19, A. D. 1873.
337 In testimony whereof I have hereunto subscribed my name and affixed the great seal of State. Done at Topeka this 25th day of June, A. D. 1873.

[SEAL.] W. H. SMALLWOOD,
Secretary of State.

D.

Know all men by these presents that we, the Kansas and Nebraska Railway Company, as principals, and Sherborn and Company, Wells Sherborn, Allen J. Cheney, Robt. McBratney, G. B. Dug, A. C. Pierce, and H. F. Hale, as sureties, are holden and firmly bound unto the county of Marion, in the State of Kansas, in the sum of two hundred thousand dollars, to the payment of which to the said county of Marion we hereby jointly and severally bind ourselves, our executors, administrators, and assigns.

The condition of this obligation is such, that whereas the said Kansas and Nebraska Railway Company has this day received from the board of county commissioners of Marion County, as aforesaid, one hundred thousand dollars ($100,000) in the bonds of said county, giving in exchange therefor one thousand (1,000) shares of the full-paid capital stock of the said Kansas and Nebraska Railway Company, being the first payment on the subscription of said county to two thousand (2,000) shares of the capital stock of said Kansas and Nebraska Railway Company, which said subscription was made by said county on the 23d day of August, A. D. 1871, and was conditioned upon the compliance with the terms thereof by the said Kansas and Nebraska Railway
338 Company: Now, therefore, if the said Kansas and Nebraska Railway Company shall fully complete, stock, and put in running order said railway from Junction City to Peabody, in Kansas, on or before the 23d day of August, A. D. 1874, and shall fully and completely comply with all the conditions of the said subscription, as the same appears on the records of the said county of Marion, then this obligation shall be void; otherwise it shall be and remain in full force and virtue.

In witness whereof the said Kansas and Nebraska Railway Company has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its president and secretary, and the said Sherborn and Company, W. Sherborn, Allen J. Cheney, Robert McBratney, G. B. Dug, A. C. Pierce, and H. F. Hale.

to have hereunto set their hands and seals this fourth day of November, A. D. 1872.

KANSAS AND NEBRASKA RAILWAY SEAL.

R. McBRATNEY,
President of the Kansas and Nebraska R. W. C.
G. B. DUG,
Secretary of the Kansas & Nebraska R. W. Co.
SHERBURN & CO.
W. SHERBURN.
ALLEN J. CHENEY.
R. McBRATNEY.
G. B. DUG.
A. C. PIERCE.
HIRAM F. HALE.

339 STATE OF KANSAS,
County of Davis, ss:

I, Martin Mullins, clerk of the district court in and for the county and State aforesaid, hereby certify the above and foregoing to be a true & correct copy of the bond of the Kansas and Nebraska Railway Company to the board of county commissioners of Marion County, Kansas, now on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of court this 24 day of November, A. D. 1875.

[SEAL.] M. MULLINS, *Clerk*,
THOS. HOOKEY, *Depty.*

(Endorsed:) Bond of the Kansas and Nebraska Railway Company. Filed Novr. 4th, 1872. Thos. W. Bown, county clerk.

The within bond approved 4th day of November, 1872. By order of the board of county commissioners of Marion County, Kansas.

G. W. CAMP, *Chmn.*
DAVID LUCAS.
S. C. LOCKLIN.

Filed 30 March, 1875. M. Mullins, clerk, by Thos. Hookey, depty.

(Endorsed:) No. 1086, 1250, 1385. Aaron Clarke vs. The Board of County Commissioners of the County of Marion. Bill of exceptions. Filed Dec. 6, 1875. A. S. Thomas, clerk.

340 And on this day, to wit, Dec. , 1875, in the November term, A. D. 1875, of said court, in the record of the proceedings thereof is the following entry, to wit:

Consolidated.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, in the State of Kansas. } 1086.

AARON CLARKE
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Marion, Kansas. } 1250.

AARON CLARKE
vs.
THE BOARD OF CONTYU COMMISSIONERS OF the County of Marion, Kansas. } 1385.

And on this day, to wit, Dec. 6th, 1875, came the defendant, by Ross Burns, J. G. Waters, S. F. Keller, and A. E. Case, its attorneys, and presents to the court its bill of exceptions herein, which is allowed, filed, and made a part of the record in this action.

341 UNITED STATES OF AMERICA,
Supreme Court:

THE BOARD OF COUNTY COMMISSIONERS OF THE County of Marion, in the State of Kansas, plaintiff in error,
vs.
AARON CLARKE, DEFENDANT IN ERROR.

Know all men by these presents that we, W. T. Hoblitzell, R. S. Claney, and H. Winters, as the Board of County Commissioners of the County of Marion, in the State of Kansas, as principals, and A. S. Johnson, of Topeka, Kansas, as sureties, are held and firmly bound unto Aaron Clarke, in the city of Cleveland, in the State of Ohio, in the sum

of five hundred dollars, to be paid to the said Aaron Clarke, his executors or administrators; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and successors, firmly by these presents, sealed with our seals, and dated this 17th day of March, A. D. 1876.

Whereas the above-named Board of County Commissioners of the County of Marion, in the State of Kansas, have prosecuted a writ of error to the Supreme Court of the United States to reverse the judgment in the above-entitled action by the circuit court of the United States for the district of Kansas:

Now, therefore, the condition of this obligation is such that if the above-named Board of County Commissioners and their successors in office shall prosecute their said writ of error to effect, and answer all costs if they shall fail to make good their plea, then this obligation shall be void; otherwise to remain in full force and virtue.

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W. T. HOBLITZELL, [L. S.]
R. S. CLANEY, [L. S.]
H. WINTERS, [L. S.]
A. S. JOHNSON, [L. S.]
County Comr's of Marion County, Kas. [L. S.]

Witness:
L. F. KELLER.

Approved March 21, 1876.

C. G. FOSTER, *Judge.*

(Indorsed:) Nos. 1086, 1250, & 1385. Board of Co. Com'rs of Marion County vs. Aaron Clarke. Copy of appeal-bond. Filed April 11, 1875. A. S. Thomas, clerk.

343 UNITED STATES OF AMERICA,
District of Kansas, ss:

I, A. S. Thomas, clerk of the circuit court of the United States of America for the district of Kansas, do hereby certify the foregoing to be a true, full, and perfect copy from the record of all the proceedings in the action of Aaron Clarke vs. The Board of County Commissioners of the County of Marion, Nos. 1086, 1250, 1385, in said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at my office, in Topeka, in said district of Kansas, this 14th day of February, A. D. 1876.

[SEAL.] , *Clerk.*

344 Supreme court of the United States.

THE BOARD OF COUNTY COMMISSIONERS OF THE County of Marion, State of Kansas, plaintiff in error, defendant below,
vs.
AARON CLARKE, DEFENDANT IN ERROR.

October term, 1876.

And now, to wit, on this second Monday of October, A. D. 1876, in this same term, before the justices of the Supreme Court of the United States, at the Capitol, in the city of Washington, comes the plaintiff in error, the said Board of County Commissioners of the County of Marion,

State of Kansas, by Ross Burns, J. G. Waters, and L. F. Keller, its attorneys, and say that in the record and proceedings of this cause, in the circuit court of the United States for the district of Kansas, there is manifest error in this, to wit:

First. The court below erred in overruling defendant's objection to the admission in evidence, on the trial, of the bond and coupons offered by plaintiff.

Second. The said court erred in excluding the evidence offered by defendant to prove the financial condition of Marion County at
345 the time the First National Bank of Junction City obtained the bonds of said county.

Third. The said court erred in excluding the evidence offered by defendant to prove the financial status of Marion County at the time the plaintiff obtained the bonds and coupons sued on.

Fourth. The said court erred in excluding the evidence offered by defendant to prove that the charter of the Kansas and Nebraska Railway Company was amended without the knowledge or consent of the defendant.

Fifth. The said court erred in excluding the evidence offered by defendant to prove that no notice was given to defendant by the Kansas and Nebraska Railway Company of the meeting of said company at which its charter was ordered amended.

Sixth. The said court erred in excluding the evidence offered by defendant to prove that no notice was given to the stockholders and directors of said Kansas & Nebraska Railway Company, residing in said Marion County, of the meeting of said company at Junction City, Kansas, at which the charter of said company was ordered amended.

Seventh. The said court erred in excluding the evidence offered
346 by defendant to prove that when defendant delivered the bonds in suit, to the Kansas and Nebraska Railway Company, said defendant did not know that any amendment had then been made to the charter of said railway company.

Eighth. The said court erred in excluding the evidence offered by defendant to prove that the Kansas and Nebraska Railway Company, upon receipt of the one hundred thousand dollars in bonds from the Board of Commissioners of Marion County, ceased all work upon its entire line of road, and had thereafter done nothing towards constructing any portion of its said line of road.

Ninth. The said court erred in excluding the evidence offered by defendants to prove that when the Kansas and Nebraska Railway Company obtained the one hundred thousand dollars in bonds from Marion County, it had done no work upon its line of road except grading a strip not exceeding eighteen miles in length in Marion County.

Tenth. The said court erred in excluding the evidence offered by defendant to prove that the work done upon the line of the Kansas and Nebraska Railway in Marion County, when the bonds of said county were delivered to said company, did not cost to exceed eighteen thousand dollars.

347 Eleventh. The said court erred in excluding the evidence offered by defendant to prove that the Kansas and Nebraska Railway Company was insolvent and without any organization.

Twelfth. The said court erred in excluding the evidence offered by defendant to prove that the voters of Marion County would not have voted for the proposition to subscribe for stock in the Kansas and Nebraska Railway Company if the charter of said company, or the proposition submitted to be voted upon, had authorized said company to

construct branch roads four hundred and fifty miles long in addition to its main line, as provided for in the amended charter.

Thirteenth. The said court erred in giving to the jury instruction No. one, "That the plaintiff had made out a prima-facie case when he introduced his bond and coupons."

Fourteenth. The said court erred in giving instruction No. two, "That there was no evidence to show that the First National Bank of Junction City had notice of the fraudulent representations made by the railway company concerning the sufficiency of the indemnity bond
348 and the sureties thereon to the County Commissioners of Marion County to induce them to accept the bond and issue the bonds of the county."

Fifteenth. The said court erred in giving instruction No. three to the jury, "That if the plaintiff paid value for the bonds that he was entitled to recover, although he had notice of the fraud, if the First National Bank of Junction City did not know of the fraud when it obtained the bonds."

Sixteenth. The said erred in giving instruction No. 4, "That the amendment of the charter of the railway company was no *no* defence if the plaintiff paid value for the bonds."

Seventeenth. The said court erred in rendering judgment for the plaintiff.

ROSS BURNS, J. G. WATERS, AND L. F. KELLER,
Attys. for Plaintiff in Error.

(Indorsed:) No. 1086. Board of Co. Com'rs of Marion County v. Aaron Clarke. Assignment of errors. Filed April 4, 1876. A. S. Thomas, clerk.

349 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States for the district of Kansas, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, between Aaron Clarke, plaintiff, and the Board of County Commissioners of the County of Marion, in the State of Kansas, defendant, No. 1086; and Aaron Clarke, plaintiff, and the Board of County Commissioners of the County of Marion, State of Kansas, defendant, No. 1250; and Aaron Clarke, plaintiff, and the Board of County Commissioners of the County of Marion, Kansas, defendant, No. 1385, three actions consolidated, a manifest error hath happened, to the great damage of the said defendant, as by its complaint appears:

We, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court, to be then and there held. That the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and custom of the United States should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, this 17th day of March, A. D. 1876.

[SEAL.]

A. S. THOMAS,
Clerk of the Circuit Court of the United States
for the District of Kansas.

Allowed by—

C. G. FOSTER, *Judge.*

(Indorsed:) No. 1086, No. 1250, No. 1385. Aaron Clarke vs. The Board of County Commissioners of the County of Marion, Kansas. Writ of error. Filed April 11th, 1876. A. S. Thomas, clerk.

350 UNITED STATES OF AMERICA, *ss:*

To AARON CLARKE, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October, 1876, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the district of Kansas, wherein the Board of County Commissioners of the County of Marion, in the State of Kansas, is plaintiff and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected and speedy justice should not be done to the parties in that behalf.

Witness the honorable C. G. Foster, one of the judges of the circuit court of the United States for the district of Kansas, this 21st day of March, A. D. 1876.

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C. G. FOSTER,
One of the Judges of the United States Circuit Court
for the District of Kansas.

We accept service of the within citation this 30th day of March, 1876.

McCLURE & HUMPHREY,
Attorneys for Deft.

(Indorsed:) No. 1086. Board of Co. Com'rs of Marion Co., Kas., plff. in error, vs. Aaron Clarke, deft. in error. Citation. Filed April 4, 1876. A. S. Thomas, clerk.

(Indorsement on cover:) No. 653. The Board of County Commissioners of the County of Marion, plaintiff in error, vs. Aaron Clarke. Kansas C. C. U. S. Filed 5th July, 1876.

UNITED STATES OF AMERICA.

SUPREME COURT.

OCTOBER TERM, 1876.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MARION, STATE OF KANSAS, *Plaintiff in Error,*
vs.
AARON CLARKE, *Defendant in Error.*
No. 653.

ARGUMENT OF

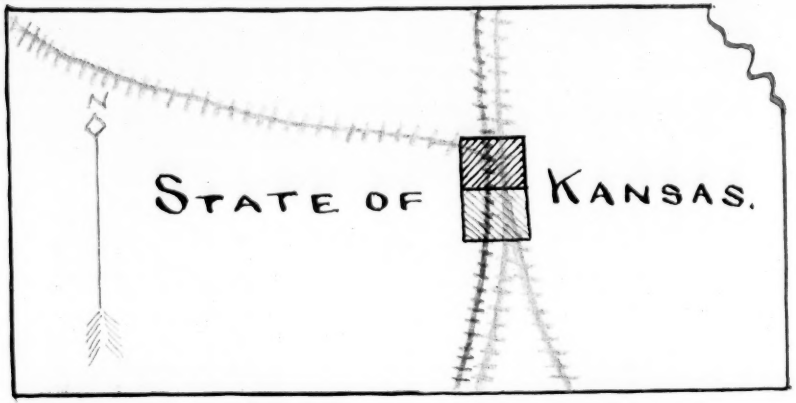
ROSS BURNS, J. G. WATERS AND L. F. KELLER,

FOR PLAINTIFF IN ERROR.

A. L. WILLIAMS,

Attorney for Plaintiff in Error.

GEO. W. MARTIN, KANSAS PUBLISHING HOUSE, TOPEKA.



Dickinson County
Marion County
Railroad Chartered July 1st 1871 225 miles long.
Railroad Chartered Sept 5th 1872. 640 miles long.

UNITED STATES OF AMERICA.

SUPREME COURT.

OCTOBER TERM, 1876.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MARION, STATE OF KANSAS, *Plaintiff in Error*,
vs.
AARON CLARKE, *Defendant in Error*.
No. 653.

ERROR TO THE CIRCUIT COURT FOR THE DISTRICT OF KANSAS.

STATEMENT OF THE CASE.

Clarke sued Marion County in the Circuit Court for the District of Kansas, upon eighty-nine coupons. Subsequently, other suits were brought upon other coupons as they fell due, until the whole number in suit amounted to 174. These suits were all consolidated, and tried by a jury at the November Term, 1875.

Clarke alleged in his petition (page 1 of record) that the County of Marion, on the third day of September, 1872, issued certain bonds to the Kansas and Nebraska Railway Company, which bonds had interest coupons at-

tached for the payment of the interest thereon, semi-annually, at the rate of seven per cent. per annum.

The bonds and coupons thus alleged to have been issued, were in the following form:

No..... UNITED STATES OF AMERICA. $1000.

MARION COUNTY RAILROAD BOND.

COUNTY OF MARION. } 30 years. 30 years. { STATE OF KANSAS.

ONE THOUSAND DOLLARS.

KNOW ALL MEN BY THESE PRESENTS, That the County of Marion, in the State of Kansas, acknowledges itself indebted to and promises to pay to the Kansas and Nebraska Railway Company or bearer, on the first day of October, A. D. 1902, the sum of One Thousand Dollars, with interest thereon from the first day of October, A. D. 1872, at the rate of seven per cent. per annum until paid; said interest payable on the first days of April and October of each year, on the presentation of the proper coupons hereto attached. Principal and interest payable at the National Trust Company, in the City of New York.

This Bond is one of a series of Two Hundred (200) of like tenor, date and amount, numbered from one to two hundred inclusive, which Bonds were issued in payment for Two Thousand Shares of the Capital Stock of the Kansas and Nebraska Railway Company, subscribed for by said County, in pursuance of an order of the Board of County Commissioners thereof, made and entered upon its minutes August 18th, A. D. 1871.

In witness whereof, the said County of Marion has caused this bond to be signed in its behalf by the Chairman of the Board of County Commissioners, attested by the County Clerk, and the seal of said County affixed, at Marion Center, Kansas, on this third day of September, A. D. 1872.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

{ SEAL OF MARION COUNTY. } THOS. W. BOWN,
County Clerk.

$35. $35.

On the first day of October, A. D. 1873, the County of Marion, in the State of Kansas, promises to pay to the Kansas and Nebraska Railway Company or bearer, at the National Trust Company, in the City of New York, Thirty-Five Dollars, for six months' interest on Bond No. 1, issued to said Company.

GEORGE W. CAMP,
Chairman Board of Co. Commissioners.

The county set up the following defenses, (page 125 of record, *et seq.*):

First: A general denial.

Second: That the Kansas and Nebraska Railway Company became incorporated on the first day of July, 1871, for the purpose of constructing a railway from the northern to the southern line of the State of Kansas, through Davis, Marion and other counties named in the certificate of incorporation, filed in the office of Secretary of State of the State of Kansas, on last-mentioned date; the length of line of said railway being about 220 miles.

That a proposition was submitted to the voters of Marion County on the 15th day of August, 1871, at a special election called for that purpose, to subscribe for two thousand shares of stock in said railway company, upon the following terms: Said stock to be paid for in thirty-years' seven-per-cent. bonds, interest payable annually, and said bonds should be due and deliverable to said company, as follows: On the completion of the grading of the road from the north line of Marion County to Marion Center, one-half of said bonds should be due said company; and upon the completion of said railway from Marion Center to the village of Peabody, seventy-five thousand dollars of said bonds should be due said company; and the residue when the road should be completed to the south line of Marion County. That the Kansas and Nebraska Railway should be fully completed and in operation to a connection with the Atchison, Topeka and Santa Fé Railroad at the village of Peabody, within three years from the date of the subscription; and when so completed, it should be a continuous line from Junction City, in Davis County, to Peabody, in Marion County: provided, that no bonds should be issued to said railway company until said company should execute to Marion County a good and sufficient bond,

conditioned for the completion of said railway in accordance with the terms of said proposition.

That said proposition was carried at said election, and the subscription made by the County Board of Marion County upon the books of said railway company, at its office in Junction City, immediately thereafter, in accordance with the terms of said proposition; and the said County Board entered upon its records on the 18th day of August, 1871, that said subscription was so made. That afterwards, on the 23d day of August, 1872, the Kansas and Nebraska Railway Company held a special meeting of its Board of Directors at Junction City, Davis County, Kansas, at which meeting it was decided to file a new certificate of incorporation, so as to provide for two branch roads—one running from some point in Marion County to the south line of the State of Kansas, and another running from some point in Dickinson County, in a westerly direction, to the northern or western line of said State. That on the 24th day of August, 1872, in pursuance of the proceedings had at said meeting, the Board of Directors present at said meeting executed a new certificate of incorporation, providing for and adopting the original line of road, as set forth in the original certificate, filed July 1st, 1871; and also providing for a branch road running from some point in Marion County, southerly, through the counties of Butler and Cowley, to the south line of the State, about seventy miles in length; and for another branch running from some point in Dickinson County, westerly, to the western or northern line of said State of Kansas, in length about three hundred and fifty miles. That said new certificate of incorporation was filed by the officers of said railway company, in the office of the Secretary of State of Kan-

sas, on the 5th day of September, 1872; thus incorporating the said railway company under the name and style of the Kansas and Nebraska Railway Company, for the purposes and objects set out in said last certificate of incorporation.

That no notice of the meeting of the Board of Directors of the original Kansas and Nebraska Railway Company, at which it was decided to file this new certificate, was given to the County Board of Marion County, or to any director or stockholder of said company residing or being in said county. That said meeting was held, and said new certificate of incorporation executed and filed, without the knowledge or consent of the County Board of Marion County, and without the knowledge or consent of any tax-payer of said county.

That afterwards, said Kansas and Nebraska Railway Company graded its line of road from the north line of Marion County to Marion Center, a distance of eighteen miles, and upon the completion of said grading to Marion Center, and after the filing of said new certificate of incorporation, said railway company, so re-incorporated, applied to the County Board of Marion County for the one hundred thousand dollars of bonds due the Kansas and Nebraska Railway Company, as incorporated under the original certificate filed with the Secretary of State of Kansas, on the 1st day of July, 1871.

That the County Board of said county, upon said application being so made for said bonds, in ignorance of the re-incorporation of the Kansas and Nebraska Railway Company, delivered one hundred instruments, purporting to be bonds of Marion County, for one thousand dollars each (with coupons attached for payment of interest semi-annually), to the Kansas and Nebraska Railway Com-

pany, as re-incorporated and doing business under its new charter, supposing that they were delivering them to the Kansas and Nebraska Railway Company as originally incorporated and doing business under the charter filed July 1st, 1871, and that the bonds and coupons in suit were a part of the bonds and coupons so as aforesaid issued.

As a third defense, the County alleged that these bonds were obtained from the County Board of Marion County by the misrepresentations and fraud of the re-incorporated Kansas and Nebraska Railway Company.

That said company concealed the fact of re-incorporation from the County Board when it applied for the bonds.

That when said company applied for the bonds, it presented to the County Board a bond, signed by said company as re-incorporated, by Robert McBratney, its then president, and by G. B. Duy, its then secretary, and attested by its corporate seal, and with one Sherburne & Co., W. Sherburne, Allen J. Cheney, Robert McBratney, G. B. Duy, A. C. Pierce, and Hiram F. Hale, as its sureties thereon, conditioned in the sum of two hundred thousand dollars, for the completion, stocking, and putting in running order, of said railway, from Junction City to Peabody, on or before the 23d day of August, 1874. That to induce said County Board to accept said bond, and deliver to said railway company the bonds of the county, said company falsely and fraudulently represented to said Board that the security offered in said bond was good and sufficient security for $200,000, and that said company would speedily build and complete

said railway in accordance with the proposition voted upon, and the subscription made.

That the County Board was induced by said representations to accept said bond, and to deliver to said re-incorporated Kansas and Nebraska Railway Company the one hundred instruments, for one thousand dollars each, purporting to be bonds of Marion County.

That the said bond of said re-incorporated Kansas and Nebraska Railway Company for two hundred thousand dollars was at that time, and has at all times since been, utterly valueless and worthless, by reason of the utter insolvency and financial inability of said railway company, and the sureties upon said bond. That said railway company, when it obtained the said instruments from the County Board of Marion County, had done no work upon any portion of its line of road, except grading about 18 miles thereof, between Marion Center and the north line of Marion County, at a cost not exceeding $18,000; and that upon the receipt of said instruments from Marion County Board, said railway company immediately quit all work upon its line of road, and has done nothing since that time towards constructing or completing any portion of its line of road.

That said railway company was utterly insolvent, and unable to complete any portion of its line of road, and was also without any organization, or place of business.

As a fourth ground of defense: That by the terms of the proposition voted upon, and the subscription made to the Kansas and Nebraska Railway Company, as well as by the provisions of the law governing such cases in force at that time, county bonds could not be issued to run for a longer time than thirty years from the date

thereof; and that the instruments in suit were dated the 3d day of September, 1872, and were made payable on the 1st day of October, 1902, being thirty years and twenty-seven days from their date.

As a fifth defense: That by the terms of the proposition and subscription made, as well as by the law in force at that time, county bonds could only be issued bearing interest payable annually; and that the instruments in suit were for the payment of interest semi-annually.

As a sixth defense: That the instruments to which the coupons in suit were attached, were only signed by one member of the County Board, and that the law required all bonds to be signed by a majority of the members of the Board.

Defendant further averred that it tendered the certificate of stock it had received from the railway company, when it delivered the instruments in suit, to the said Kansas and Nebraska Railway Company, and that it did not claim to own or hold any interest in the stock of said railway company.

And further averred that plaintiff was not a *bona fide* holder of the instruments in suit; that he did not pay a valuable consideration therefor; and obtained the same after they became due, and after the same had been presented for payment, and payment refused; that plaintiff obtained each and every coupon in suit, with full knowledge of all the facts contained in the foregoing defenses.

To these defenses plaintiff replied:

First: General denial. (Page 138 of record, *et seq.*)

Second: An admission that the Kansas and Nebraska Railway Company was incorporated on the 1st day of July, 1871, for the purposes set forth in defendant's answer. That on August 15th, 1871, an election was held in Marion County, upon the proposition set forth in said answer, and that said election resulted in favor of the subscription to the capital stock of the Kansas and Nebraska Railway Company. That said subscription was made as alleged by defendant. That the line of road from the north line of Marion County to Marion Center, was graded by said railway company. That the one hundred thousand dollars in bonds of Marion County were then applied for by the Kansas and Nebraska Railway Company, and the same were delivered to it by the County Board of said county. That the coupons sued on were attached to said bonds. That a bond of $200,000 to secure said county from loss, by reason of the delivery of the county bonds to said company, was given by said company.

Plaintiff further alleged, that he obtained the coupons in suit in good faith and without knowledge of any of the defects stated in defendant's answer. That the coupons came into his hands after Marion County had paid the first installment due on said bonds, and after the county had levied and collected a tax to pay a part of the coupons sued on.

The case was tried by jury upon the issues thus joined.

Plaintiff, to maintain the issues on his part, introduced in evidence an instrument purporting to be a bond of Marion County, in form the same as hereinbefore set forth (see page 2 of record).

Defendant objected to its introduction. 1st, because it

showed upon its face that it was void, being made payable thirty years and twenty-seven days after its date. 2d, because it had coupons attached for the payment of interest semi-annually, instead of annually. 3d, because the bond was signed by only one member of the County Board.

The objection was overruled, and the evidence admitted, to which defendant excepted.

Plaintiff then offered in evidence 174 coupons of like tenor and amount as the coupon hereinbefore set forth, which coupons were admitted over defendant's objection and exeeption.

Plaintiff then rested his case.

Defendant, to maintain the issues on its part, then introduced in evidence the deposition of plaintiff, who testified as follows (page 25 of record):

"I reside in Cleveland, Ohio. I have in my possession twenty-five of the bonds issued by Marion County to the Kansas and Nebraska Railroad Company, dated the 3d day of September, 1872. I obtained these bonds on the 6th day of June, 1874. I have in my possession, and in the possession of McClure & Humphrey, my attorneys at Junction City, Kansas, the coupons of these bonds. I obtained the coupons in suit the same date I obtained the bonds. I received them from W. B. Clarke, cashier of the First National Bank of Junction City, Kansas, (my son.) I obtained all the coupons sued on at the same time. I had not been dealing in municipal securities prior to obtaining the coupons in suit. I first learned of these bonds being in the market from my son, W. B. Clarke. I purchased the bonds and coupons from W. B. Clarke, cashier of the First National Bank of Junction City. I

am the owner, and do not hold them for collection. I have received no interest on the bonds since I obtained them. I have made no personal demand for the interest; suppose my attorneys have. Do not know positively whether they they have or not. I instructed my attorneys at Junction City, (through my son, W. B. Clarke,) to commence suit against Marion County. I instructed my attorneys to commence suit because my son, W. B. Clarke, informed me that the county had refused to pay the interest. Do not remember when my son informed me. Paid fifty cents on the dollar for the bonds, and the accrued interest. Paid it to W. B. Clarke, cashier of the First National Bank of Junction City. Paid $5,000 on the 6th of July, 1874. Cannot state the date of the other payments. They were made through my son on my account. Do not remember the date or amount of the other payments. They were a little over $8,000. Do not remember whether I detached the coupons from the bonds and sent them to my attorneys at Junction City for collection. Do not remember how they got them. They got them legitimately. I knew that the coupons of October 1st, 1873, and of April 1st, 1874, had been due for some time, when I got them. When I purchased the bonds, the coupons that were due were left in the hands of my attorneys, McClure & Humphrey. When I obtained these bonds and coupons, I was informed that the coupons had been presented for payment to the Treasurer of Marion County, and payment refused. My son, W. B. Clarke, informed me of this fact. At the time I purchased the bonds and coupons in suit, I knew that the question of the validity of the bonds was being tested in the courts of Marion County, Kansas. I obtained this information from W. B. Clarke, cashier of the First

National Bank of Junction City. I knew that the question of the validity of the bonds was still pending in the courts of Marion County, Kansas, yet undetermined. I understood the bonds to have been issued for the purpose of aiding in the construction of the Kansas and Nebraska Railway, which road was to run through Marion County to the south line of the state. I understood that the company had not completed the road through the county, but also understood that it had done work enough to give it a right to the bonds. I had been informed when I got the bonds that the railway company had, soon after receiving the bonds, quit all work on the road, but was told there was a prospect of the work being recommenced. I understood that the suit pending in Marion County, when I bought the bonds and coupons, was brought to cancel the bonds issued to the Kansas and Nebraska Railway Company. I understood the suit pending in Marion County to cancel the bonds, was against certain bondholders, but did not know what ones."

Defendant then introduced a certified copy of the record of the suit in Marion County District Court (page 224 of record), to cancel the bonds issued to the Kansas and Nebraska Railway Company, and to restrain the First National Bank of Junction City, Kansas, and W. B. Clarke *et al.*, from transferring any of the said bonds; and to restrain the County Treasurer of Marion County and his successors in office from collecting or attempting to collect taxes to pay the interest on said bonds; and to restrain said treasurer from paying any interest upon said bonds; and to restrain the Board of County Commissioners of said county from levying any tax to pay the interest on said bonds. In said suit the plaintiff in the petition for an injunction, set up and relied upon the same facts

contained in the answer of defendant in this suit, and asked for an injunction restraining the First National Bank of Junction City, W. B. Clarke *et al.*, from transferring any bonds issued by Marion County to the Kansas and Nebraska Railway Company, and to restrain the Treasurer of Marion County from paying any interest on said bonds, or collecting any tax to pay the same, &c. The record also showed that the injunction was granted as prayed for, and continued in force as to the First National Bank and W. B. Clarke, until the 7th day of July, 1874, one day after the plaintiff obtained the bonds and coupons in this suit.

Defendant next introduced in evidence, the record of the proceedings of the Marion County Board (page 302 of record), showing the proposition submitted to the voters of Marion County on the 15th day of August, 1871, to subscribe for two hundred shares of one thousand dollars each, of the capital stock of the Kansas and Nebraska Railway Company, the same as set forth in the second defense of answer herein.

Defendant then introduced a certified copy of the charter or certificate of incorporation of the Kansas and Nebraska Railway Company, filed in the office of Secretary of State of Kansas, on the 1st day of July, 1871 (page 306 of record). This charter specifies that the object of incorporation of the company was the construction and operation of one line of railway, commencing at the north boundary line of the State of Kansas, at or near where the Big Blue river crosses said line; thence running southerly, through the counties of Marshall, Riley, Davis, Dickinson, Marion, Sedgwick and Sumner, to the south line of the State, by the most practicable route; the length thereof being about 220 miles.

Defendant also introduced a certified copy of the new certificate of incorporation or amended charter of the Kansas and Nebraska Railway Company, filed September 5th, 1872, and also the minutes of the meeting of the Board of Directors of said railway company, held at Junction City, on the 23d day of August, 1872, duly certified to by the Secretary of said company. (Page 340 of record.) These minutes show that a special meeting of the Board of Directors of the Kansas and Nebraska Railway Company was held at Junction City on said last-mentioned date, and that it was then and there decided to file a new certificate of incorporation of said company, so as to provide for a branch road from some point in Marion County, running southerly to south line of the State of Kansas, and another branch from some point in Dickinson County, running in a westerly direction to the western or northern line of the State. This new certificate shows that it was executed on the 24th day of August, 1872, and was signed by a majority of the directors of the old company, and that it was filed with the Secretary of State of Kansas, on September 5th, 1872. This new charter sets forth that the objects and purposes of the incorporation of the Kansas and Nebraska Railway Company are, the construction, operation and maintenance of a line of railway commencing at or near the point where the Big Blue river crosses the north line of the State of Kansas, thence running southerly through the counties of Marshall, Riley, Davis, Dickinson, Marion, Sedgwick and Sumner, to the south line of said State, by the most practicable route, the length of said line being about 220 miles; with a branch commencing at some point in Marion County, thence running southerly through the counties of Butler and Cowley, to the south line of Kansas,

the length of said branch being about 70 miles. Also, with a branch commencing at some point in Dickinson County, thence running westerly through the counties of Dickinson, Saline, Ottawa, Clond, Mitchell, Osborne, Smith, Phillips and Norton, to the northern or western line of the State of Kansas, the length of said branch being about 350 miles.

Plaintiff then admitted that one hundred thousand dollars of bonds of Marion County were issued and delivered to the Kansas and Nebraska Railway Company on the 4th day of November, 1872, and that these were the only bonds ever issued and delivered to the Kansas and Nebraska Railway Company, or any other parties, under the proposition heretofore mentioned.

Defendant then introduced in evidence a certified copy of the bond of the Kansas and Nebraska Railway Company, (page 313 of record), for two hundred thousand dollars, delivered to, and accepted by, the County Board of Marion County, on the 4th day of November, 1872, conditioned for the completion of the said railway through Marion County, in accordance with the terms of the proposition voted upon by the electors of said county on the 15th day of August, 1871.

It was also admitted that enough work had been done on the line of the road in Marion County to entitle the Railway Company to $100,000 of bonds, upon its executing to the county a good and sufficient bond for the completion of the railroad, according to the terms of the proposition submitted, and the subscription made.

Defendant then introduced evidence to show that the bond of the Kansas and Nebraska Railway Company for $200,000, given by said company to Marion County on

November 4th, 1872, for the completion of its road, was worthless at the time it was given.

A. C. Pierce testified on this point as follows (page 265 of record):

"I lived in Junction City in 1872. The bond of the Kansas and Nebraska Railway Company, in the sum of $200,000, conditioned for the completion of the road through the County of Marion, in accordance with the terms of the subscription, signed by Robert McBratney, president, and G. B. Duy, as secretary of said company, was presented to me for my signature as surety. I signed it, and it was also signed by Robert McBratney, G. B. Duy, Allen J. Cheney, W. Sherburne, Sherburne & Co., and H. F. Hale, as sureties. I was at that time worth only from eight to ten thousand dollars. Duy was not worth anything to speak of. H. F. Hale was not worth anything. Sherburne & Co. had nothing at that time that I knew of. I was then a director of the Kansas and Nebraska Railway Company. I don't think the railway company had any property at that time to amount to anything. McBratney was the principal mover in getting up the $200,000 bond of the railway company."

James Streeter also testified on this point, as follows:

"That he lived in Junction City in the year 1872. Was a director of the Kansas and Nebraska Railway Company at that time. Was also treasurer of said railway company during the year 1872. I never received any money of the company while I was treasurer. I did not know that said company had any property at that time. I was also vice president of the First National Bank of Junction City, and a member of the Board of Discount of the bank at same time."

Robert McBratney testified as follows:

"In 1871 and 1872 I was a stockholder, director and president of the Kansas and Nebraska Railway Company. I was the active man in getting up the railroad project. I knew the time the $100,000 of Marion County bonds were issued and delivered. There was a bond given by the railway company to the county to secure the completion of the railway according to the terms of the proposition voted upon. The parties who were getting up the bond were Sherburne, G. B. Duy, and H. F. Hale. Duy was secretary of the railway company. The others were contractors, doing the work on the road. The firm of contractors consisted of W. Sherburne, Allen J. Cheney, and H. F. Hale. G. B. Duy was cashier of the firm. I think Hale was a stockholder and director of the railway company. Duy was also a stockholder and director of said company. The bond was drawn by Duy, and presented to me for my signature. I signed it as president of the railway company, and also as surety. Duy signed it as secretary of the company, and also as surety. Hale also signed it. Hale's financial condition at that time was very bad. He had just gone through bankruptcy. Duy's financial condition was also very bad. W. Sherburne was a resident of Missouri. He had no property in Kansas that I knew of. I had about fifteen or twenty thousand dollars' worth of property. I was also president, director, and member of the board of discount, of the First National Bank of Junction City, at this time. I was president of the bank from May, 1872, until July, 1875. The officers of the bank when the Marion county bonds were issued were James Streeter, W. B. Clarke, and myself. Streeter was also at this time treasurer of the railway company."

Defendant then introduced in evidence the deposition of Allen J. Cheney, who testified as follows:

"I reside in Kansas City, Missouri. I resided there in November, 1872. Was then conductor on the Kansas Pacific Railway. I signed the bond of the Kansas and Nebraska Railway Company for $200,000. The bond ran to Marion County as obligee. It was conditioned for the completion of the railroad according to the terms of the proposition voted upon by the voters of Marion county. I had about $5,000 in cash at that time; also, thirty-four lots in the town of Brookville, worth about $25 apiece. That was all the property I had. My finances are very low at present. I was a member of the firm of Sherburne & Co. It consisted of H. F. Hale, Wells Sherburne, and myself. G. B. Duy was cashier of the firm, and secretary of the railway company. Sherburne & Co. had no funds or property as a firm, at the time the bond was given."

Defendant then introduced the depositions of David Lucas, S. C. Locklin, G. W. Camp, and G. W. Campbell. (Page 265 of record.) Lucas, Locklin and Camp testified:

"That they were the County Commissioners of Marion County, Kansas, from January, 1872, until January, 1874. That they were present at, and held a meeting of, the County Board at Marion Center, the county seat of Marion county, Kansas, on the 4th day of November, 1872. That the Kansas and Nebraska Railway Company, represented by G. B. Duy, its secretary, and H. F. Hale, general manager of Sherburne & Co., applied to said board for the first installment of one hundred thousand dollars of county bonds, due the Kansas and Nebraska Railway Company upon the completion of the grading of the road from the

north line of Marion County to Marion Center, and upon the execution by said company of a good and sufficient bond to said county, to secure the completion of the railway in accordance with the terms of the subscription. That said railway company presented a bond in the sum of $200,000, executed by said company by Robert McBratney as president and G. B. Duy as secretary, and which was also signed by Sherburne & Co., W. Sherburne, Allen J. Cheney, A. C. Pierce, G. B. Duy, Robert McBratney, and Hiram F. Hale, as sureties. That the commissioners at first refused to accept said bond, because they were not satisfied as to the financial responsibility of the persons who had signed the bond as sureties, and were not satisfied as to the financial ability of the railway company to complete the road. Duy and Hale then represented to, and assured the Commissioners that the railway company had made definite and final arrangements with Eastern capitalists, to furnish sufficient means to complete the road; and that said railroad would without doubt be completed, and the cars running from Junction City to Peabody, in Marion County, by the 1st day of July, 1873. That said company had perfected arrangements, whereby it could procure a loan of four million dollars to complete and stock the road. That said Duy and Hale further represented, that the sureties on the bond were financially responsible for a much larger sum than the amount of the bond. That Allen J. Cheney was worth a large sum of money. That he was a heavy stockholder in the Kansas Pacific Railway, and also in the Missouri, Kansas and Texas Railway. That he had property in stock and real estate in Kansas to the amount of one hundred and fifty or sixty thousand dollars. That he was largely interested in iron works

in Pittsburgh, Pa. That Sherburne & Co. were large railroad capitalists, and had sufficient means of themselves to fully complete the road, stock and operate it. That Wells Sherburne was worth and had property in the State of Kansas, of the value of twenty thousand dollars. That Robert McBratney was worth at least seventy-five thousand dollars. That Hiram F. Hale was worth thirty thousand dollars; and that A. C. Pierce was wealthy, and had a large amount of real estate in Kansas. That the Commissioners were led to believe, and did believe, these representations and assurances, and were finally induced by these assurances to accept the bond of two hundred thousand dollars, and issue the bonds of Marion County to said railway company."

Defendant then recalled Robert McBratney, who testified as follows:

"I had made application for the Marion County bonds on the 16th and 17th of October, and had presented the bond of the railway company, but the County Board refused to accept it, and issue the bonds of the county, because they considered the security of the bond insufficient. I went home, and commenced getting up a new bond about the 19th of October. Duy copied the bond from a draft I had made. This was done with my consent. I saw the bond after it was prepared, on Duy's desk in the company's office in Junction City. I first signed it as president of the railway company, and Duy signed it as secretary. I also signed it individually, and left it in the custody of Duy and Hale. I told Duy he must not deliver the bond, under any circumstances, to the Commissioners of Marion County, until it was signed by all the directors of the company in Junction City, and unless I was present. The directors were

Pierce, Streeter, S. M. Strickler, A. W. Callen, and others whose names I do not now recall. I then went to Butler County, to work up a bond proposition there, and returned on the evening of the 5th of November. I learned within a few hours after my return to Junction City, that the Marion County bonds had been obtained by Duy and Hale. I saw Hale and Duy that evening after my return, and remarked to them that they had been to Marion Center. They said they had, but had not got the bonds; that the Commissioners were considering the matter, and that if they concluded to issue the bonds, the Commissioners would send them to Topeka, to the Auditor of State, for registration. I did not believe their statements, but thought they (Hale and Duy) had the bonds with them; and then W. B. Clarke, cashier of the bank, James Streeter and myself consulted together what to do. We did not believe Hale and Duy's story reasonable, and we concluded that I had better watch them and see what they did. I went to the depot when the train for Topeka and Kansas City came in, and I saw Hale get on the train. I followed on the same train. I stopped at Topeka; Hale went on to Kansas City. I telegraphed to parties in Kansas City to look out for the Marion County bonds, and not to purchase them. I went to the Auditor of State, and filed a protest against the registration of the bonds. I telegraphed to Camp, at Peabody: 'Where are the Marion County bonds?' I met Hale, Duy, Sherburne and Cheney at Topeka. Hale had returned from Kansas City to register the bonds. They were at the Tefft House. I think we went to a room shown us by the landlord, and we had a consultation. Duy said he had receipted for the bonds. At this time the bonds were in the possession of Hale.

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I told Hale he had lied to me. On meeting Hale, he said, 'Why the hell did you telegraph to Kansas City that I was escaping with the bonds?' I told him that neither he nor Duy had any right to get the bonds; that I as president of the railway company was the one to get the bonds. We had quite a passage of words. They did not tell me how they got the bonds. The three contractors (Hale, Duy and Cheney) and myself were in the room. I told them I had been told by Hale that he had the bonds, and I wanted to know if I and the First National Bank were to be protected in the sums due the bank, and what I was surety for; and if I was to be compensated according to agreement, by giving me five of the bonds for money I had expended; that they (the contractors) had evinced towards me a disposition not to pay the bank debt, nor to deliver to me the five bonds. Said nothing about the way they got the bonds from the county. In the interview with Duy and Hale on the evening of the 5th, they told me they had delivered the original bond that had been refused; that they had gotten additional names. I gave a note to Sherburne, withdrawing my protest. The inducement for this was an undertaking on the part of the contractors to pay the bank debt, and deliver me my five bonds. For this reason, I withdrew the protest. They took the bonds to the Auditor's office, and had them registered. After registration I did not see any of the bonds till I saw them in the First National Bank of Junction City, some ten days after that. I think the bonds were brought to the bank by W. B. Clarke, the cashier, from Kansas City. I don't know why Clarke went to Kansas City for them. I relied on Sherburne and Cheney, that they would pay the bank debt. I did

not rely on Duy or Hale's statements. I got the bonds belonging to me through an arrangement with W. B. Clarke. I was indebted to the bank, and the five bonds were to be applied to that. The debt of mine to the bank was about $3,000. It was understood by the bank that Clarke was to go to Kansas City for the bonds. Clarke brought fifty of the bonds to the bank. He got them from Sherburne & Co. I returned to Junction City from Topeka. I went to the bank and saw W. B. Clarke, and we talked the matter over. I told him I had consulted an attorney in Topeka, and he thought the delivery of the bonds to Duy and Hale was a good delivery. I knew that the directors, who were to sign the $200,000 bond, had not all signed. No one but Hale and Duy was present when I saw them at Junction City on November 5th, 1872. I saw them, and had the conversation with them about their getting the bonds from Marion County, before I had the consultation with W. B. Clarke and James Streeter. I told Clarke and Streeter that Duy and Hale denied having the bonds. Streeter told me he had not signed the $200,000 bond. I did not tell Clarke and Streeter that Hale and Duy had said they had got the bonds of Marion County on the old bond. Duy had told me he had offered the old bond with new names on it, and the Commissioners were considering it. The board of discount of the bank was composed of W. B. Clarke, cashier, myself, Robert O. Rizer, James Streeter, vice president, and Milton Clarke. We had a board-of-discount meeting, and had a report about the indebtedness of the contractors to the bank, and with reference to taking the Marion County bonds from the contractors in payment of their debt. This was in December, 1872. The bank, after that,

loaned the contractors different sums, amounting to (including what they already owed the bank,) $29,000. It included their indebtedness to me. The loan was negotiated by W. B. Clarke, and approved by the board of discount. Sherburne & Co. deposited the bonds with the bank, with the understanding that they were to draw on the bank, and the bonds were as collateral for the amount they should draw out. I had no conversation with any of the bank officers, except as stated. James Streeter, Clarke and myself came to the conclusion that Duy and Hale's statements, made on November 5th, 1872, about not getting the bonds, were false. I knew that the new bond had not been signed by all the parties who were to sign it. The bond was not to be delivered to the Commissioners until the others had signed it."

Cross-examined by plaintiff's attorney:

"At the time of the purchase of the bonds by the bank, I did not know of anything that would or did invalidate them, or but that they had been rightly obtained, and did not know what statements had been made to the County Commissioners to induce them to accept the $200,000 bond."

W. B. Clarke testified as follows:

"I am cashier of the First National Bank of Junction City. I first learned of the issuance of the Marion County bonds, last of November, 1872. Some two weeks before, McBratney came to the bank. We had a conversation about the bonds of Marion County. He said he suspected the bonds had been delivered to Duy and Hale. I knew that McBratney went to Topeka after the bonds. At the meeting of McBratney, Streeter and myself, before McBratney went to Topeka, he said he believed Duy and Hale were lying to him. McBratney,

on return from Topeka, said the bonds had been registered, and the contractors would meet their liability. I first saw the bonds at Kansas City. Fifty of them had been turned over to me at St. Louis. I sent my order for the bonds to be sent to me at Kansas City. I went to Kansas City because I wanted to see the bonds before any money was paid out for them at Junction City. I received the bonds about the 27th of November, 1872. I never dreamed that any one else had any claim upon them. I took the bonds back to the bank at Junction City. I went to Marion County to examine the records. I found them all right. I did not examine the bond of the railway company. I knew that a bond had been delivered to the County Board. The County Clerk made me a copy of the records. No copy of the bond in it. I kept the bonds in the bank until February, 1873, when the obligation of the contractors had become due. I then offered the bonds for sale. When I received the bonds at Kansas City, I paid the contractors $20,000. Afterwards, I let them draw until it amounted to some $29,000. I submitted the agreement with the contractors to the board of discount, and the board approved it. I offered the bonds for sale. Sold them all — offered them through brokers in St. Louis and New York. Afterward, I sold twenty-five to the plaintiff. All we got down from plaintiff was $5,000. In all, received about $13,000. The bank paid $29,000 for fifty bonds. I sold all the bonds at the same price. I first spoke to plaintiff about the bonds in winter of 1874. I had shown the bonds to him frequently in Cleveland, Ohio. I was in Junction City when the trade was made with plaintiff. The sale was made by letter. The $5,000 was paid by exchange on

St. Louis, a few days after the sale. I have paid several thousand dollars for plaintiff, myself. I credited him with something over $8,000. Plaintiff sent me afterward, $2,800."

Cross-examined by attorney for plaintiff:

"At the time I negotiated the bonds, I never knew of anything that threw suspicion on the bonds. I did not know what, if any, representations had been made to the County Commissioners to induce them to accept the bond of the railway company. The county paid the first two installments of interest coupons when they fell due; and levied and collected a tax to pay the next installment, and it is in the county treasury. At the time I sold the bonds to plaintiff, I informed him that the injunction suit in Marion County had been dissolved."

James Streeter was then recalled by defendant, and testified:

"That he heard about the matter of the getting the Marion County bonds by Hale and Duy. Had no knowledge about how they got them. Witness told McBratney, when he told witness that Hale and Duy had the bonds, that he (witness) had not signed the bond of the railway company. The board of discount only sustained what W. B. Clarke had done in his negotiations with the contractors. The county bonds were first taken as collaterals from Sherburne & Co., for their debt to the bank. Did not remember of any instruction to Clarke to go to Kansas City for the bonds."

Defendant then offered to prove (page 294 of record, *et seq.*,) that Marion County had but thirteen thousand dollars of indebtedness, exclusive of the one hundred thousand dollars of bonds issued to the Kansas and Ne-

braska Railway Company; and that the taxable property of said county, when the First National Bank obtained the bonds and coupons in suit, was over two millions of dollars. Also, the same when the plaintiff obtained the bonds. Which evidence the court refused to admit; to which ruling the defendant excepted.

Defendant then offered to prove by G. W. Camp, S. C. Locklin and David Lucas, Commissioners of Marion County, and by many other citizens and taxpayers of said county, that no notice of the meeting of the Board of Directors of the Kansas and Nebraska Railway Company, held at Junction City on the 23d day of August, 1872, at which the charter of said company was ordered to be amended, by filing a new certificate of incorporation, signed by a quorum of directors, was given to the Board of County Commissioners of Marion County, or to any director of said company residing in said county; and also to prove, that the re-incorporation of the Kansas and Nebraska Railway Company, by filing a new certificate or charter providing for an additional line of road, and branches four hundred and fifty miles in length, was done and accomplished without the knowledge or consent of the then Commissioners of Marion County, without the knowledge or consent of the Directors of said railway company residing in Marion County, and without the knowledge or consent of the taxpayers of said county; and also to prove, that Marion County was not represented at said meeting of directors of said company; and also to prove, that the said Board of County Commissioners of Marion County, and the voters and taxpayers thereof, at the time the one hundred thousand dollars of bonds of said county were delivered to the Kansas and Nebraska Rail-

way Company, as re-incorporated, did not then know that the charter of the Kansas and Nebraska Railway Company had been amended, and said company re-incorporated, by filing a new certificate providing for a road four hundred and fifty miles in length, in addition to the original line to which the bonds were voted; and also to prove, that said County Commissioners would not have issued the bonds of the county to said railway company as re-incorporated, if they had known of such re-incorporation; and also to prove, that the railway company quit all work upon its line of road upon receiving the one hundred thousand dollars in bonds of said county, and had done nothing after that time upon any portion of its line of road; that all the work said company had done was the grading that portion of its line between the north line of the County of Marion and Marion Center, a distance of eighteen miles, and at a cost not exceeding fifteen thousand dollars; that said railway company was totally insolvent, and had no organization; that a majority of the qualified voters of Marion County would not have voted for a proposition to subscribe for stock in the Kansas and Nebraska Railway Company, if its charter had authorized the construction of branches four hundred and fifty miles in length, in addition to its main line, as provided in its charter filed September 5th, 1872; that said railway company had done nothing towards completing its road, according to the terms of the bond given by it to Marion County.

All of which evidence the court refused to admit, to which rulings of the court defendant then at the time excepted.

This was in substance all the material evidence introduced or offered on said trial.

The court then instructed the jury as follows: (Page 225 of record.)

1. The plaintiff makes out a *prima facie* case when he introduces the coupons in suit. [Excepted to by defendant.]

2. There is no proof to go to the jury of notice to the First National Bank of Junction City, at or prior to its purchase of the bonds, of the fraudulent character of the representations made by the railway company to the County Commissioners of Marion County, which induced them to accept the bond of the Kansas and Nebraska Railway Company. [Excepted to by defendant.]

3. If the First National Bank of Junction City gave value for the bonds, and purchased them before due, without notice of the fraud set up and relied on by the county in respect to the bond which was given by the railway company, and sold the bonds in suit to the plaintiff, he is entitled to recover on the bonds, although he had notice when he obtained them that the county claimed they were fraudulent, and that a suit was pending contesting their validity, the record of which has been introduced in evidence. [Excepted to by defendant.]

4. The amendment of the charter of the Kansas and Nebraska Railway Company is no defense, if the bonds in suit were purchased by the bank before due, and for value. [Excepted to by defendant.]

The jury found a verdict for the plaintiff for the amount of the coupons sued on — one hundred and seventy-four, at $35 each — and interest upon the same from maturity of coupons at seven per cent. per annum.

ARGUMENT.

Plaintiff in error assigns the following errors:

1. The court below erred in admitting over defendant's objection the bond and coupons offered in evidence by plaintiff.

2. The court erred in excluding the evidence offered by defendant, to show the financial condition of Marion County when the First National Bank of Junction City obtained the bonds, and also when the plaintiff obtained them.

3. The court erred in excluding the evidence offered by defendant to show that the charter of the Kansas and Nebraska Railway Company was amended without the knowledge or consent of the defendant.

4. The court erred in excluding the evidence offered by defendant to prove that no notice was given by said railway company, to defendant, of the meeting of said company, at which its charter was ordered amended, by filing a new certificate of incorporation.

5. The court erred in excluding the evidence offered by defendant to prove that no notice was given to the stockholders and directors of said company residing in Marion County, of the said meeting of said company held at Junction City on the 23d day of August, 1872, to amend said company's charter.

6. The court erred in excluding the evidence offered by defendant to prove that, when defendant delivered the bonds and coupons in suit to the Kansas and Nebraska Railway Company, it then had no knowledge of

the amendment of the charter by filing a new certificate of incorporation.

7. The court erred in excluding the evidence offered by defendant to prove that the Kansas and Nebraska Railway Company, upon receipt of the one hundred thousand dollars in bonds of defendant county from the Commissioners thereof, quit all work upon its entire line of road, and had done nothing thereafter towards constructing any portion thereof.

8. The court erred in excluding the evidence offered by defendant to prove that, when the Kansas and Nebraska Railway Company obtained the one hundred thousand dollars in bonds from defendant county, said company had done no work upon its line of road except grading eighteen miles thereof in Marion County.

9. The court erred in excluding the evidence offered by defendant to prove that the work done upon the road by said company, when it received the bonds of defendant county, did not cost said company to exceed fifteen thousand dollars.

10. The court erred in excluding the evidence offered by defendant to prove that the Kansas and Nebraska Railway Company was insolvent, and without any organization.

11. The court erred in excluding the evidence offered by defendant to prove that the Commissioners of defendant county would not have issued the bonds of said county to the Kansas and Nebraska Railway Company, if they had known of the re-incorporation of said company; and that the voters of said county would not have voted for the proposition to subscribe for stock in said company, if its charter had provided for building

branch roads, in addition to its main line, four hundred and fifty miles in length.

12. The court erred in giving instruction No. 1 to the jury: "That the plaintiff makes out a *prima facie* case when he introduces his bond and coupons."

13. The court erred in giving instruction No. 2: "That there is no evidence to show that the First National Bank of Junction City had notice of the fraudulent character of the representations made by the railway company to the County Commissioners of Marion County, which induced them to accept the bond of said railway company."

14. The court erred in giving instruction No. 3: "That if the First National Bank of Junction City gave value for the bonds, and purchased them before due, without notice of the fraud set up and relied on by the county, in respect to the bond which was given by the railway company, and sold the bonds in suit to the plaintiff, he is entitled to recover on the bonds, although he had notice when he obtained them that the county claimed they were fraudulent, and that a suit was pending, contesting their validity, the record of which has been introduced in evidence."

15. The court erred in giving instruction No. 4, that "The amendment of the charter of the Kansas and Nebraska Railway Company is no defense, if the bonds in suit were purchased by the bank for value, and before due."

16. The court erred in giving judgment for plaintiff for the amount of the coupons sued on, and interest thereon after they fell due.

In the argument of this case, we shall not discuss the questions involved in the several assignments in consecutive order, but for convenience will group several of them together, and consider them in the same general connection. In the first place, the first and twelfth assignments both apparently relate to the same subject-matter, and we will therefore discuss the several questions involved therein, in the same connection. The first assignment is, "The court erred in admitting in evidence, over defendant's objection, the bond and coupons offered by the plaintiff." The twelfth assignment is, "The court erred in its instructions to the jury that the plaintiff made out a *prima facie* case, when he introduced in evidence his bond and coupons."

The defendant's objection to the introduction of these instruments in evidence was, "That they bore upon their face the evidence of their own invalidity." The plaintiff claims, of course, as every bondholder has ever claimed in this court, that he is an innocent and *bona fide* holder of the coupons in suit. The objection that we raised in the outset is, however, one that excludes the idea of the plaintiff being a purchaser without notice. The objection to the competency of the bond, as an instrument of evidence, was based upon its apparent invalidity; and also upon the ground that there was such a defect or infirmity apparent upon the face of the bond, as would at once notify a purchaser with knowledge of the law under which it was issued, that there was something wrong with it: give him sufficient warning to put him on his guard, and make it incumbent upon him to examine further before investing his money in such an instrument. But as will be seen by the evidence of plaintiff and W. B. Clarke (page 26 of record), he does

not base his claim of innocence, and his right to recover in this action, upon a want of notice of any defect or infirmity apparent on the face of the bond; nor yet upon a want of knowledge of any other fact which, we claim, would disrobe him of his garb of innocence, and defeat his action, if brought home to him before his purchase. But he bases his entire right to maintain this action upon the innocence and righteousness of his immediate transferer, his son W. B. Clarke, or the First National Bank of Junction City.

Then the matter is narrowed down to this: That if the First National Bank could not recover upon the bonds, the plaintiff cannot, as he stands in the shoes of his transferer, and occupies precisely the same position, and sustains the same relations to Marion County, that the First National Bank did while the suit in the District Court of that county was pending against it and W. B. Clarke. He admits that he had notice, when he obtained the bonds, that a suit was pending in Marion County to test the validity of the same, in which the same questions were being litigated that are involved in the case at bar; but attempts to shield himself behind the bulwark of his transferer's innocence.

Three main questions are involved in the consideration of these assignments: 1st, Did not the bond show upon its face that the law under which it was issued had not been complied with in several essential requisites by the Board of County Commissioners, in this—that it was made payable more than thirty years after its date? 2d, That it was issued by only one member of the Board? And 3d, That it provided for the payment of the annual interest thereon semi-annually?

This court has repeatedly held, we believe, that a

purchaser of negotiable bonds, if issued by a county or other *quasi* corporation, must take notice of the law authorizing or conferring *power* upon them to issue such obligations; and, although he may not be required to take notice of irregularities in the execution of that power, unless indeed the same appears upon the instrument itself, yet we think it will not be doubted that he must inform himself of the full scope and extent of that power. For instance, he must inquire: 1st, Whether a law exists authorizing counties to issue bonds, and for what purposes. 2d, What officers of the county possess this power. 3d, For how long a time such bonds may be issued. 4th, What interest, if any, such bonds shall draw. 5th, Whether their issuance must be sanctioned by a popular vote of the electors of the county. And in fact, being required to inform himself [illegible] the authority of these branches of the State [illegible] do these things, he must also take notice [illegible]al elements of that law, which, taken as [illegible] confers such power upon these departments. But right here we may say, that there is an entire absence of an essential element in this case, that distinguishes it from the great majority of adjudicated bond cases in this court. We mean the element of *estoppel* by recitals in the bonds. The only recital, or attempted recital, of a compliance with the law in their issuance, reads as follows:

"This bond is one of a series of two hundred of like tenor, date and amount, numbered from one to two hundred inclusive; which bonds were issued in payment for two thousand shares of the capital stock of the Kansas and Nebraska Railway Company, subscribed for by said county in pursuance of an order of the Board of County Commissioners thereof, made, and entered upon its minutes, August 18th, 1871."

Thus it will be seen that there is not a syllable in the bond to show that the same was issued in pursuance

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purchaser of negotiable bonds, if issued by a county or other *quasi* corporation, must take notice of the law authorizing or conferring *power* upon them to issue such obligations; and, although he may not be required to take notice of irregularities in the execution of that power, unless indeed the same appears upon the instrument itself, yet we think it will not be doubted that he must inform himself of the full scope and extent of that power. For instance, he must inquire: 1st, Whether a law exists authorizing counties to issue bonds, and for what purposes. 2d, What officers of the county possess this power. 3d, For how long a time such bonds may be issued. 4th, What interest, if any, such bonds shall draw. 5th, Whether their issuance must be sanctioned by a popular vote of the electors of the county. And in fact, being required to inform himself concerning the authority of these branches of the State Government to do these things, he must also take notice of the constitutional elements of that law, which, taken as a whole, confers such power upon these departments. But right here we may say, that there is an entire absence of an essential element in this case, that distinguishes it from the great majority of adjudicated bond cases in this court. We mean the element of *estoppel* by recitals in the bonds. The only recital, or attempted recital, of a compliance with the law in their issuance, reads as follows:

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Thus it will be seen that there is not a syllable in the bond to show that the same was issued in pursuance

of a law authorizing counties to subscribe for stock in a railway company, and issue their bonds in payment therefor; not a word or intimation to the purchaser that the County Board had any authority to subscribe for stock in railway corporations, and pay for the same in bonds of the county; not a word to show that, if such a law existed, the County Board had complied, or attempted to comply, with the same; not a word to show that the subscription had been made in pursuance of a majority vote of the qualified electors of the county; not a word to show that the decision of the question of the performance of conditions precedent, was vested in the Board of County Commissioners; and not a word to show that the question had been submitted to them, and a decision upon it rendered in the affirmative. Then upon the authority of this court in *Bissell v. Jeffersonville*, 24 How., 287; *Van Hortsup v. Madison City*, 1 Wall., 291; *Mercer County v. Hacket*, 1 Wall., 83; *St. Joseph Township v. Rogers*, 16 Wall., 644; and *The Town of Coloma v. Evans*, October Term, 1875, there being no recital upon the face of the bond of the performance of conditions precedent, the county was not estopped to deny that any or all requirements of the law had not been complied with. In the last-cited case, this court states the law in the following words:

"Where legislative authority has been given to a municipality, or to its officers, to subscribe for the stock of a railroad company, and to issue municipal bonds in payment, but only on some condition precedent, such as a popular vote favoring the subscription, and when it may be gathered from the legislative enactment that the officers of the municipality were invested with power to decide whether the condition precedent has been complied with, *their recital that it has been, made in the bonds issued by them* and held by a *bona fide* purchaser, is conclusive of the fact, and binding upon the municipality; for the recital is itself a decision of the fact by the appointed

tribunal. * * * There is nothing in the case of *Marsh v. Fulton County*, 10 Wall., 676, at all inconsistent with the rule thus asserted. In that case there were *no* recitals in the bonds, *and there was no decision that the conditions precedent to a subscription, or to the gift of authority to subscribe, had been performed. The question was therefore open.*"

Then this question of estoppel by recitals in the bonds is eliminated from the consideration of this case.

There is also another element of estoppel that has entered into several bond cases in this court, that does not appear in the case at bar. In the case of *Pendleton County v. Amy*, 13 Wall., 297, it was held that when the county had received in exchange for the bonds a certificate of stock in the railroad company, it could not retain the proceeds of the bonds and assert against a purchaser thereof for value, that they were issued in disregard of the conditions imposed by the Legislature. The County of Marion does not now, nor did it at the commencement of this suit, hold or own, or claim to hold or own, any stock in the Kansas and Nebraska Railway Company, but had surrendered i[illegible] of stock to said company in an action in w[illegible] pany was a party. So that the c[illegible] in this court in the attitude of a debtc[illegible] proceeds of the bonds, and yet attempting to repudiate them in the hands of an "innocent holder." But we think the evidence in this case, as it appears in the record, shows that Marion County, to-day, is as much entitled to the protection and assistance of the court in ridding herself of an unjust and fraudulently incurred obligation as any holder of the bonds now in litigation is in his attempt to fasten such obligations upon her taxpayers. The evidence shows, beyond any question, that the bonds were obtained by the railroad company

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from the Board of County Commissioners by fraud. And the facts proved, and those which existed but which we were not permitted to prove, if all before this court would warrant this, or any other court, we confidently assert, in drawing the conclusion that the principal object the managers and officers of the Kansas and Nebraska Railway Company had in view was, to swindle the counties along the projected line of road out of their bonds. The proof shows (page 220 of record) that the company, headed by McBratney, its president, on the 16th and 17th of October, 1872, endeavored to obtain the bonds from the county, but failed because the bond for the completion of the road was valueless, and the Commissioners refused to accept it. The company then got up another bond, and had it signed by quite an array of individuals, to give it a formidable appearance, and again, on the 4th day of November, by divers false representations and assurances, finally succeeded in its efforts to obtain the bonds. This was while the work of grading (as the proof shows) was still in full blast on the line of the road in Marion County. And with this material evidence of the good faith of the railroad company before the Commissioners, they were doubtless more easily duped by these scheming men, and their confidence more easily obtained, than it otherwise would have been. Then mark the result! Just so soon as the one hundred thousand dollars of bonds were secured, all work along the line ceased. (The evidence of the plaintiff shows that he knew the company had abandoned the line.) The bonds were immediately transferred to third parties, and the county relegated to its action upon the worthless bond of a defunct and insolvent corporation and its array of bankrupt sureties. The proof was ready, and we offered

to establish, what is the fact, that the eighteen miles of grading between Marion Center and the north line of the county never cost over $15,000; that it was out upon the high prairie, thirty miles from any connecting line of road — commencing at no point and ending the same; and it still remains there in the same condition, a persistent reminder of the rascality of the officers of the defunct Kansas and Nebraska Railway Company. And yet with the president of the railway company, president at the same time of the First National Bank of Junction City, and James Streeter treasurer of the railway company and vice president of the bank, both members of the board of discount — and yet, we say, with all this before them, they as officers of that bank took the bonds from the railway company, and claim that the bank was a purchaser without notice! We have referred to these matters at this point in our argument, to show the position of Marion County in this action; to show that she does not appear here for the purpose of repudiating a just debt, the benefits of which she has already received, but as an honest suitor demanding relief from the oppression of an unjust and fraudulent claim, from which she has never received a dollar's benefit.

Now, then, to recur to the main question: This element of estoppel being eliminated from the case, the county is let in to show that the law authorizing the issuance of the bonds had not been complied with, and that the plaintiff — or rather the First National Bank — had notice of this. The first material point in which the Board of County Commissioners failed to comply with the law, in issuing the instruments in suit, was clearly an *ultra vires* act. The bonds show upon their face that they run thirty years and twenty-seven days

from their date, being dated September 3d, 1872, and made payable October 1st, 1902. The law in force when these bonds were voted, on the 15th day of August, 1871, and under which they were delivered on the 4th day of November, 1872, and the only law under which they could have been issued, will be found in chap. 29, page 108, acts of Legislature of Kansas, 1869, amending chap. 23, Gen. Stat. 1868. Sec. 1 of said act reads as follows:

"The board of county commissioners of any county, the city council of any city, or the trustees of any incorporated town, may subscribe for, and take stock for such county, city or town in, or loan the credit thereof to, any railway company, duly organized under this or any other law of the state or territory of Kansas, *upon such condition or conditions as may be prescribed by the aforesaid county, city or town: Provided, however,* That a majority of the qualified voters of such county, city or town, voting upon the question of subscribing and taking such stock, shall, at a regular or special election to be held therein, first *assent to such subscription, and the terms and conditions prescribed as aforesaid,* upon which the same shall be made: *And provided further,* That when such assent shall have been given to such subscription, as aforesaid, it shall be the duty of the said county, city or town authorities, as the case may be, to make such subscription."

The above-quoted law confers the power upon county commissioners to take stock in railway corporations, in general terms, leaving the terms and conditions upon which the subscription shall be made to be determined by the county authorities, and assented to by a majority of the qualified voters of the county.

Section 3 of said act reads as follows:

"Upon the making of such subscription, such county, city or town shall thereupon become, like other subscribers to such stock, entitled to the privileges granted, and subject to the same liabilities imposed by this act, or by the charter of the company in which such stock is taken; except as the same shall be varied and limited by the terms and conditions upon which the said subscription shall have been authorized and made. And it shall be the duty of the board of county commissioners, or city council, or trustees of the town making such subscription as aforesaid, to pay for the same, and the stock thereby agreed to be taken by such county, city or town, by issuing to the company entitled thereto, the bonds of

such county, city or town, at par, *payable at a time to be fixed, not exceeding thirty years from the date thereof*, bearing interest at the rate of seven per cent. per annum, and with interest coupons attached. And it shall be the duty of the board of county commissioners, or city council, or town trustees, of any such county, city or town so subscribing stock in any railway company, and in issuing bonds in payment therefor, as aforesaid, to *annually* levy, or cause to be levied, and collect, or cause to be collected, at the time, and in the manner that general taxes are collected, a tax sufficient to pay the *annual* interest on such bonds, and create a sinking fund for their redemption; and the amount so levied and collected shall be kept apart from other funds, and appropriated to no other purpose than to pay said interest and redeem said bonds."

This section prescribes the mode of paying for the stock subscribed for under the power conferred by the previous section; and is also a limitation upon the exercise of that power. The power to subscribe for stock and pay for the same, is to be executed in a certain manner, under certain restrictions. The stock is to be paid for in "bonds of the county, *payable at a time to be fixed, not exceeding thirty years from the date thereof.*" This gives the county board power to issue bonds to run for any number of years "*not exceeding thirty.*" The rate of interest the bonds shall draw is also embraced in this limitation: "bearing interest at the rate of seven per cent. per annum." These questions of *time and interest* seem then clearly to be constituent elements of the law. Without them the law would be incomplete, and would confer a power both extraordinary and dangerous. These negative provisions, then, are really of the essence of the law; for without them the power of county boards to issue bonds, and oppress the tax-payers with heavy rates of interest, (a dangerous one at all times, under whatever restrictions the exercise of it may be placed,) would be simply tremendous, and absolutely unlimited. If, then, these limitations upon the exercise of the power are essential elements of that power, and of the laws granting it, they certainly are *mandatory* in their character, although

expressed in negative form. If it appears from a fair consideration of the statute, that the Legislature intended compliance with the provision in relation to the manner of executing it, to be essential to the validity of the proceeding, it is to be regarded as mandatory. If the interests of the public demand that the power of the county board shall be circumscribed and defined, then a statute which does this is certainly mandatory. This grant of power to *quasi* corporations to bind themselves by issuing negotiable paper, is in the nature of a grant by the sovereign to the subject, and it is a cardinal rule in the construction of grants of this character, that nothing is taken by intendment, or by implication. The grant must be strictly construed as against the subject. Mr. Justice DILLON, in his excellent treatise on "Municipal Bonds," in the October number of the *Southern Law Review* for 1876, makes the following declarations, on pp. 449 and 450:

"Private corporations are much more vigilant and watchful of their interests than it is possible for public or municipal corporations to be. The frauds which unscrupulous officers will be enabled successfully to practice, if an implied or unguarded power to issue negotiable securities is recognized, and which the corporation or the citizen will be helpless to prevent, is a strong argument against the judicial establishment of any such power. And the argument is unanswerable, when it is remembered that in ascertaining the extent of corporate powers, *there is no rule of safety but the rule of strict construction.*"

We may view this statute in whatever light we choose, or test it by any known rule of construction, yet we will arrive at the same result in every instance. These negative commands of the law are mandatory, and must be strictly followed. Then to what result does this bring us, as respects the validity of the bonds in question? Clearly this: that the Board of County Commis-

sioners exceeded their powers in an essential matter when they issued bonds for a period of time exceeding thirty years, and their acts were *ultra vires*, and void. It was a plain, palpable violation of the express command of the law: "Thus far shalt thou go, and no farther." Not one day over the time prescribed by the Legislature had the Commissioners *power* to go. It was an attempted exercise of power never conferred, either by the statute or by the voters of the county. The proposition submitted on the 15th day of August, 1871, was in the exact language of the statute.

De minimis non curat lex was the argument resorted to by counsel for plaintiff in the court below; that because the bonds did not bear interest for the excess of time, that therefore the county was not prejudiced. This is an argument full of sophistry. It is not a question of prejudice or expediency. It is not whether the county is injured in a greater or less degree. It is not a question of just how *many days or years* the county board may go beyond the limits fixed by the Legislature. If it is, then we ask, *where are the courts to draw the line?* It must be fixed somewhere. All will agree that it will never do to give these officers unlimited sway. The interest of every taxpayer in the land demands that the authority of the officers of these municipalities be circumscribed and limited. And must not these limits be clearly defined? Most assuredly so. Then why not let the line be fixed just where the Legislature has said in unequivocal language it shall be? If the courts attempt to exercise jurisdiction in cases of this character, what assurances have we that their action will be uniform? While this court, in the exercise of what it might consider a sound discretion, would hold that twenty-seven

days excess was such a trifle that the law would not concern itself about it, another court would hold, in the exercise of an equally sound discretion, that five years was not such an excess of authority as would prejudice the county when the bonds did not draw interest during that time. Judicial legislation is at all times of doubtful expediency, but when in instances like the present it would extend the powers conferred, beyond the limit manifestly intended by the Legislature, and by so doing would place it in the power of the agents of the county to fasten upon future generations the obligations that should be assumed by the present, it becomes alarmingly dangerous. To say that this violation of the law is too trifling a matter to demand the interposition of the courts, is to give unlimited license to officers of municipalities to disregard and transcend the bounds of their rightful authority. This would indeed be a dangerous precedent for any court to establish. Will the learned counsel for defendant in error seriously say, that if the County Commissioners, thinking that bonds could be more easily paid in fifty years than thirty, in view of the probable increase of taxable property during the last twenty years of that time, had issued these same bonds for fifty years without interest the last twenty, and they had fallen into the hands of this same plaintiff, that they would have been valid obligations under the law of 1869? Yet there is no objection that can be urged against the validity of bonds in the instance just mentioned, that will not apply with equal force to the bonds in suit.

The case at bar differs from any adjudicated one, so far as our investigation has extended, in this respect: that in adjudicated cases the statute authorizing the issuance of bonds did not in express and positive terms fix

the time the bonds should run, while here the time is specifically determined.

In the case of *English et al. v. Smock et al.*, reported in 34 Indiana, 115, the objection was raised that the law required the bonds to be payable in ten years, and the order of the county board made them payable at the end of fifteen. On page 133, the court, in answering this objection, says:

"We have given this objection mature consideration. There is great plausibility in the argument made. The loan cannot exceed one per centum of the assessed valuation of the real and personal property of the county. The interest is to be paid by a distinct and specific levy as provided in section 22. Section 21 requires a levy of one-tenth of one per cent. of the taxable property. If the taxes levied were all collected, the bonds could be paid in ten years. *But there is no plain and express requirement of the statute* that the bonds shall be payable in ten years, and the implication arising from the language of the statute is not plain enough to justify us in so holding. Besides, the provision for the creation of a sinking fund tends strongly to show that it was the intention of the legislature to leave to the sound discretion of the commissioners, the time within which the bonds should be paid; and in the absence of fraud or bad faith, we have no power to enjoin acts that are within the power conferred, and have been performed in the exercise of a sound discretion."

The inference, then, to be drawn from the foregoing opinion is, that if the statute had in plain terms fixed the time for the payment of the bonds at ten years, or the language used would have supported an implication that ten years was the time intended by the Legislature, that then the bonds would have been illegal.

In the case of the *Union Pacific Railroad v. Lincoln County*, 3 Dill. C. C. 301, Judge DILLON continued an injunction in force, restraining the issuance of bonds running twenty years, when the implication to be drawn from the law was that they should be paid in ten years.

In both cases cited it required judicial action to ascertain the legislative intention, and in the latter case the bonds were declared illegal. The bonds in that case recited that the law authorizing their issuance had been complied with, and the learned judge said that because of *such recitals* it might be that if the bonds were in the hands of a *bona fide* holder they could be enforced against the county; but this clearly shows that if they had contained *no* recital, they could not have been enforced even by a *bona fide* holder. But in the case at bar the Legislature has left nothing for implication or intendment, but has expressed its intention in clear and unmistakable terms, thus leaving nothing for the courts to do but enforce the law as they find it.

In *Hurd v. The Providence Ins. Co.*, 2 Cranch, 169, Chief Justice MARSHALL, in speaking of the power of corporate bodies to contract, says:

"He who acts by another, acts for himself. He who authorizes another to make a writing for him, makes it himself. But with these bodies which have only a legal existence it is otherwise. The act of incorporation is to them an enabling act; it gives them all the power they possess; it enables them to contract, *and when it prescribes to them a mode of contracting they must observe that mode, or the instrument no more creates a contract than if the body had never been incorporated.*"

Then, applying these familiar principles to the case at bar, and we have this: A statute giving to the County Commissioners all the power they possess in the premises, and prescribing in express terms the mode of executing that power — a power to make a contract that shall be binding upon their principals only when the prescribed mode of making it is observed; a statute empowering them to issue bonds of the county payable not exceeding thirty years from the date thereof, bearing

interest at the rate of seven per cent. per annum, and we find that in an attempt to execute that power they have departed from the mode prescribed, and issued bonds payable at a time exceeding thirty years from their date. Then, if these principles are correct, the act of the Commissioners was *ultra vires*, and no more created a contract than if they had issued the bonds without an act of the Legislature authorizing it in any form. If they have the power to disregard the law in one particular, they have the same power to disregard it in another; and if they can issue bonds in the face of this law to run for a longer time than thirty years, they can also issue bonds under the same law bearing *interest* at any rate not exceeding *twelve* per cent. per annum. And yet will the learned counsel for defendant in error seriously claim that such bonds would be valid in the hands of *any* person? It really seems to us too plain a proposition to require any argument. These bonds are certainly void, in whosesoever hands they may be. The purchaser, then, finding these bonds in the market, bearing this evidence of their invalidity upon their face, cannot with any degree of candor claim in this court that he is a holder in good faith without notice.

A second question involved in the assignments now under consideration is, was the signing of the bonds by the chairman of the Board of County Commissioners and the County Clerk, a sufficient execution to constitute the bonds valid obligations of Marion County in the hands of a purchaser for value before due, without notice of any other defect than such as appears upon the bond itself?

The law of 1869 (quoted *supra*) requires the *board*

to issue the bonds: not one member of the board and the county clerk, but the "*board*," which means a majority of the members thereof. The board consists of three members, and the county clerk has no place upon the board, and takes no part in the transaction of business by it, nor does he assist the board in its deliberations. The only duty he is required to perform for the board is to record its proceedings. Gen. Stat. 1868, p. 254, sec. 3, provides—

"The powers of a county as a body politic and corporate shall be exercised by a board of county commissioners."

Sec. 10, on p. 255, provides that—

"The board of county commissioners in all counties having less than twenty-four thousand inhabitants shall consist of three qualified electors."

Now, of course, no valid corporate act can be performed without the concurrence of *two* members of the board. In the fourth subdivision of section 1, chapter 104, Gen. Stat. 1868, page 999, we find the following:

"Words giving a joint authority to three or more public officers or other persons, shall be construed as giving such authority to a majority of them, unless it be otherwise expressed in the act giving the authority."

Unless then it be otherwise expressed in the act giving county commissioners authority to issue bonds, two out of three must do it. The authority given to the board by chapter 29, Acts of 1869, is given to them *as a board*, to be executed by them *as a board*. We have the authority of the Legislature of 1872 in support of this view. For by chapter 68, Laws of 1872, p. 111, sec. 2 (which chapter repeals and remodels all prior acts relating to municipal bonds), it is expressly provided that "such bonds, if issued by a county, shall be signed "by the chairman of the board of county commissioners, "and attested by the county clerk"—precisely the manner

in which the bonds in suit are signed. The Legislature evidently meant something when it made that law. Evidently, in remodeling and repealing all former laws relating to municipal bonds, it intended to supply omissions and defects in those acts. Therefore, there being no provision in former laws permitting the county commissioners to issue bonds by simply signing by the chairman, and attesting his signature with the signature of the county clerk, the Legislature, by inserting this clause in the law of 1872, clearly indicated that in its judgment prior to that time no authority was vested in the county board to issue bonds signed in such a manner. True, we find by the Gen. Stat. 1868, p. 260, sec. 29, that "County orders shall be signed by the chairman, "and attested by the clerk." But county orders "are not "commercial securities, and are not governed by the rules "of the law merchant in respect to negotiable instruments." They are the usual and ordinary means provided, whereby "the machinery of municipal administration may be car-"ried on," and are the only means provided for drawing money out of the county treasury to defray the current expenses of the county. In *Goodnow v. Comm'rs of Ramsey Co.*, 11 Minn., 39, the court say: "County orders "are in legal effect, as well as in form, essentially differ-"ent from bonds payable at a future day, with interest "coupons attached." Now, even in the case of county orders, the county board could not issue them by ordering the chairman to sign them, and the clerk to attest them, unless expressly authorized so to do by the statute above quoted. It would require the signature of at least two of their number to bind the county for their payment. And although municipal bonds can only be issued in pursuance of authority expressly conferred, and a

special grant of power from the Legislature to the municipality for that purpose is required, yet, if in the act empowering this to be done, no particular mode of executing these negotiable instruments is prescribed, the corporate authorities of those bodies must perform this act in the manner common to such bodies — that is, by the act of the majority. In *Jewett v. Alton*, 7 N. H., 253, it was said:

"When a corporation gives authority to three or more persons, all the agents must act in order to bind the principal. Thus, when the selectmen, three in number, of a town, were authorized to make a note in the name of the town, and a note was given signed by two of them only, *held*, in an action upon the note, that the authority was not pursued, and the note was void."

Again, in *Curtis v. Butler County*, 24 How., 435, Mr. Justice WAYNE says, in answer to the question whether the power of the Commissioners of Butler county to issue bonds had been legally exercised by two members of the county board:

"We have examined the acts relating to who are designated to exercise the corporate powers of the county. By the act of the 15th of April, 1834, the commissioners are to do so, and it is now claimed, as there are three, that all of them should have signed the bonds to make them binding upon the county. But by the 19th section of the act it is declared that two of the commissioners shall form a board for the transaction of business, and when convened in pursuance of notice, or according to adjournment, shall be competent to perform all and singular the duties appertaining to the office of county commissioners. * * * But why cite authorities, when the act in terms makes the bonds valid, if made by a majority of the commissioners."

This clearly indicates that if the bonds in that case had been signed by only one of the commissioners they would not have been valid. There is scarcely any difference between the law of Pennsylvania and that of Kansas, concerning the exercise of corporate powers.

The Pennsylvania law, in express terms, authorizes the execution of the power by a majority of the board. The Kansas law says that where a joint authority is given to two or more public officers, it may be exercised by a majority of them. It may be claimed that the attestation clause shows that the bonds were issued by proper authority. That clause reads as follows:

"In witness whereof, the said County of Marion has caused this bond to be signed in its behalf by the chairman of the Board of County Commissioners, attested by the County Clerk, and the seal of the county, affixed at Marion Centre, on this third day of September, A. D. 1872."

Now, the County of Marion had no *power* at that time to *cause* these bonds to be signed in its behalf by the chairman, and attested by the County Clerk. This power was not given to counties until 1872, and the county of Marion, if it issued these bonds at all, could only issue them under the law of 1869, under which they were voted, and under which the subscription was made. This power, as we have said before, could not be executed by less than a majority of the Board, nor had the Board any right to delegate its duty to execute these bonds to its chairman, unless so authorized by legislative enactment. It may also be claimed that because the seal of the county was affixed to the bonds, that that was evidence of the regularity and legality of their issuance. But affixing the seal would not obviate the necessity of signing by two commissioners. There is no provision of law that would authorize the substitution of the seal for the actual signature of the commissioners. The authorities of these *quasi* corporations cannot execute instruments in the same manner that a railway or other private corporation, having a board of directors, can by signing by their president and secretary, and affixing the seal of the corporation, because the commissioners are

SPECIAL AGENTS of the county, and can only execute the orders of their principal in the mode common to such agencies. *All the agents must act* in the signing of the bond, because that is really the making of the contract, and until that is done no contract is made. The question resolves itself into this: That unless the Legislature had authorized counties to issue bonds, by causing them to be signed by the chairman of the board of county commissioners, and attested by the county clerk, the bonds in suit do not show that they were issued by Marion County. It may be claimed that the bonds are in the usual form, and therefore the purchaser had a right to presume they were issued by lawful authority. This we cannot admit. They may have been executed in form sufficient to fulfill the requirements of the law of 1872, but were by no means sufficient to satisfy the demands of the law of 1869. There being no recital in the bonds that the law had been complied with, this recital being found in nearly all, if not all, bonds in the market, was this fact not sufficient of itself to show that they were not in the usual form? Then if these conclusions are correct, there being no recitals upon the bonds that they were issued in compliance with the law, and there being no law for the signing of bonds by one county commissioner and the county clerk, the purchaser was in duty bound to take notice of this material defect and non-compliance with the law.

A third objection raised to the admission of the bond in evidence, was, that it made the interest payable semi-annually, while the law, and the proposition submitted to the voters, required the interest to be paid annually. This objection was considered to be without foundation

by the learned circuit judge, upon the strength of the ruling of this court in the case of *Meyer v. The City of Muscatine*, 1 Wall., 384. We of course have no disposition to question the correctness of that decision, but we urge the question upon the consideration of this court again, because the facts in this case, as we understand them, are so essentially different from the facts as reported n that case, that the rule of *stare decisis* will not apply here.

Now, in the outset it will be observed that the proposition authorizing the City Council of Muscatine to borrow money, only placed a limit upon the *rate* of interest the city should pay on its loan, but left the *time* when that interest should be made payable to the discretion of the City Council. "To borrow for a term of years, not ex-"ceeding twenty, on the bonds of the city, at a *rate of* "*interest not higher* than ten per cent. per annum," are the words of the proposition submitted in that case. Nothing is said about the time when this interest should be paid. Therefore, we think, in the absence of an express provision to the contrary in the enabling act, or the use of language therein from which a contrary intent might be implied, the matter was left to the discretion of the City Council, who might, in the exercise thereof, well make a contract for the payment of the interest upon its bonds "at shorter periods than a year." But in the case at bar, we have the legislative intent clearly expressed, that the interest on the bonds should be paid annually. In the law of 1869, p. 108, quoted in a former portion of this argument, the following language is used: "It shall be the duty of the board of county com-"missioners * * * to *annually* levy * * and collect "* * * at the time and in the manner that general

"taxes are collected, a tax sufficient to pay the *annual* "interest on such bonds." The proposition voted upon, and upon which the subscription was made, expressed in unequivocal terms, not only the *rate* of interest, but the *time* when it should be made payable, as follows (see record, p. —):

"And if said vote shall be in favor of said subscription, the same will be made by the board of county commissioners, upon the following terms and conditions, to wit: Said stock to be paid for with the bonds of the county, payable thirty years after the date of their issuance, and bearing interest at the rate of seven per cent. per annum, *payable annually.*"

The law of 1869, and the proposition aforesaid, was all the law upon this subject at that time; and we contend that to the Commissioners and the purchaser of these bonds in the market, this proposition was just as much a part of the law authorizing the County Commissioners to issue the bonds, as any section of the act of the Legislature. There being no lawful authority for county commissioners to issue bonds to railway companies until a proposition prescribing the terms and conditions of their issuance had been first assented to by a majority of the qualified voters of the county, then, when this had been done, and the terms and conditions had been prescribed by the voters themselves, those terms and conditions became a part and parcel of the law of their issuance; and if the Commissioners failed to comply with that law in an *essential* particular, the bonds would be illegal in the hands of a purchaser with notice. Now, there being NO recital upon these bonds that they were issued in compliance with the terms and conditions prescribed by a proposition duly assented to by a majority of the qualified voters of the county, at an election held for that purpose, and the Commissioners having no au-

thority to issue them until this was done, was not the purchaser required for his own safety to inquire what the terms and conditions of the Commissioners' authority were? No authority appearing in the bond for its issuance, the purchaser must of course examine the statutes of Kansas to ascertain whether the Board of County Commissioners were authorized by law to subscribe for stock in a railway company, and pay for the same in the bonds of the county. Then, when he examined this law of 1869, he would find that such power was given to these officers, *provided*, the question was first submitted to the qualified voters of the county, and their assent obtained to the terms and conditions upon which it was proposed to take such stock. When the bond contains no evidence that the question had been submitted to the voters, and the terms and conditions upon which the subscription only could be made assented to by them, in order to make himself secure he must go still farther, and examine the county records to ascertain what were the terms and conditions of the subscription, and whether it had been authorized by a popular vote. It may be thought that this would be requiring too much of the purchaser, and that if such a rule was adopted it would seriously embarrass the sale of such bonds. There might be some force in this objection, if there was not an easy way provided for avoiding it. All this trouble could be avoided by simply reciting in the bonds that they were issued in pursuance of a certain act of the Legislature, and in accordance with the terms and conditions of a proposition to subscribe for stock in the railway company, duly assented to by a majority of the qualified voters of the county, at an election held for that purpose. And if county

boards and railway companies, with full knowledge of the decisions of this court, that, where the power to issue bonds upon the performance of conditions precedent exists, and the proper officers certify in the bond that those conditions precedent have been performed, that certificate makes the bond perfect in the hands of a purchaser for value, fail to profit by this knowledge, we hardly think the courts should manifest any great anxiety to help them out of their dilemma. And if a purchaser, with knowledge of these decisions, is still willing to invest his money in securities which so manifestly lack an acknowledged essential feature of perfection, it is hardly incumbent upon the courts to exert themselves to relieve him from the effects of his own folly. In addition to the numerous decisions of this court, that such recitals are really necessary to make municipal bonds perfect negotiable instruments, we have the authority of Mr. Justice DILLON in the *Southern Law Review* (referred to *supra*), on page 453, that "the authority to "issue, and the performance of conditions precedent, "should regularly appear upon the face of the bond." Now, we contend that unless some such recital as above mentioned appears in the bond it is not in the "usual form," and its very appearance in market in such a semi-nude condition is sufficient to awaken suspicion in the mind of any dealer in commercial paper that it has not been issued by lawful authority.

We think there can be no question, when we take into consideration the unusual appearance of these bonds, that the purchaser was bound to take notice of the variance in the bonds from the terms of the proposition under which they were voted. If, then, he was required to inform himself whether the terms of the authority of

the Commissioners had been complied with in the issuance of the bonds, and it appeared from an inspection of the county records and the bonds that the Commissioners had failed to observe the law and the terms and conditions of their authority in an *essential* matter, we think the purchaser assumed the whole responsibility and risk of the validity of the bonds.

In support of the proposition that the bonds in this case were void because the interest was made payable semi-annually instead of annually, we argue that this was a clear violation of the law of 1869, requiring the taxes to be collected *annually* to pay the *annual* interest on the bonds, as well as a palpable violation of the terms of the subscription which required the interest on the bonds to be made *payable annually*. We claim that it was the intention of the Legislature, when it enacted the law of 1869, to restrict the county to the payment of the interest annually. In support of this view, we take first the law of 1869, which, while it does not in positive terms declare that the interest shall not be made payable semi-annually, yet the language used would seem clearly to imply a prohibition of any other mode of contracting than the one there indicated. The provision requiring an *annual* levy and collection of taxes to pay the *annual* interest would certainly indicate that the Legislature meant an annual payment of interest. And when we consider that the *annual* payment of interest is always meant where no other time is prescribed for it, and that it would require express authority from the Legislature to enable the County Commissioners to contract in a different mode from that common to *quasi* corporate bodies; and also, when we take into consideration the legislation of 1872 upon this question, it ap-

pears clear to us that no authority to contract for the payment of semi-annual interest existed prior to the passage of the law of 1872. In chap. 68, Laws of 1872, sec. 2, p. 111, (referred to *supra*), is the first legislative authority for the payment of semi-annual interest on bonds. The language of the statute is as follows:

"Such bonds shall be issued in denominations of not less than one hundred dollars, and shall be payable at such place in the city of New York as the officers issuing the same may direct, in not less than five nor more than thirty years from the date thereof, with interest not to exceed ten per centum per annum — all in the discretion of the officers issuing the same; which said interest shall be *payable semi-annually*, at such place where the principal sum is made payable, and for which said interest said bonds shall have coupons attached."

This clearly shows that it was the belief of the Legislature that no *power* to contract for the payment of interest on bonds semi-annually, out of taxes levied and collected annually, existed under the act of 1869; and therefore it required express legislation to confer this special and additional power upon the County Board. Examining this question in the light of the legislation of 1872 which conferred power that previously did not exist, except by the most strained construction of the act of 1869, and in the light of the proposition voted upon authorizing the issuance of bonds, the interest thereon payable *annually*, our theory is confirmed, that prior to the act of 1872 no power to contract for payment of interest on bonds semi-annually existed. The law of 1869 and the aforesaid proposition, being enabling acts, granting privileges and powers to a board of *special agents*, so liable to abuse, should not be enlarged by construction beyond the plain and obvious intention of the Legislature. In *Lewis v. Comm'rs of Bourbon Co.*, 12 Kas., 205, the Supreme Court of Kansas says:

"To prevent the abuse of this power, a *specific express*

authority from the voters is required. * * * The assent of a majority of the voters binds the county no farther than the legislature has provided it shall, and a statute so liable to abuse *should not be enlarged by construction beyond the plain warrant of the language used by the legislature.*"

As additional authority upon this point, we refer to *English et al. v. Smock et al.* (cited *supra*), decided at the November term 1870 (seven years later than *Meyer v. Muscatine*), 34 Ind., 115, *et seq.* The case was injunction to restrain the issuance of county bonds by the county board for the purpose of raising funds to build a court house, etc. Objection was raised to their issuance, on the ground that the law authorized borrowing money and issuing bonds in payment therefor, bearing interest not exceeding ten per cent. per annum, *payable annually*, and the county board proposed issuing bonds stipulating for the payment of interest every six months. It was argued that while the matter was pending before the members of the county board, that they were the exclusive judges of the necessity and propriety of the loan, its amount, the manner and time of making it, and to provide the means of payment; and that in the absence of fraud and corruption, a court of chancery possessed no power to review or enjoin their proceedings.

In answer to these objections, Judge BUSKIRK says, on p. 117:

"We cannot give our assent to this broad and unqualified proposition. The board of commissioners is a court of inferior and limited jurisdiction, and it is well settled both on principle and by authority, that when *statutory powers are conferred on such a tribunal, and a mode of executing those powers is prescribed, the course pointed out must be* STRICTLY *pursued, or the acts of such court will be coram non judice and void.*"

Upon the question of the semi-annual payment of interest, the same judge says, on page 127:

"The objection is that the interest on the bonds is payable semi-annually, when the law requires that it shall be paid annually. The proceedings of the board of commissioners were had under sections 17, 18, 19, 20, 21 and 22, of an act entitled 'An act providing for the organization of county boards, and prescribing some of their powers and duties.' Section 18 reads as follows:

"'Such bonds may be sold at any place within the United States, but at no greater rate of discount than eight per cent., and shall be in form substantially as follows: STATE OF INDIANA, COUNTY OF ———: The county of ——— will pay the bearer, —— years from the date hereof, the sum of ——— dollars and —— cents, with interest thereon at the rate of —— per cent., payable annually at ———, in the State of ———, on the —— day of ——— in each year.'

"Section 22 reads as follows:

"'The board of commissioners shall provide for the *annual payment* of the interest accruing on all bonds sold, and for that purpose shall make a distinct and specific levy.'

"The order of the commissioners provides that the interest upon the bonds shall be *payable semi-annually*, and it is claimed by the appellees that under the law they possessed no *power* to make such an order. *If the commissioners have exceeded the authority vested in them by the legislature*, ALL ACTS DONE, OR ORDERS MADE, IN EXCESS *of the prescribed limits*, ARE ILLEGAL, *and should be enjoined.* We have given this question great consideration, and are quite clear that the board of commissioners *possessed no power to provide for the payment of the interest semi-annually.* Section 22 declares that the board of commissioners shall provide by taxation for the *annual* payment of the interest accruing on all bonds sold. In the form of the bond it is declared that the interest shall be *payable annually.*"

The learned justice then cites *Catlin v. Lyman*, 16 Vt., 44, and *Pierce v. Rowe*, 1 N. H., 179, to show that where interest was payable, but the time not expressly stated, it was understood as being payable annually, and that the phrases "annual payment" and "payable annu-"ally," were really synonymous, and then proceeds as follows:

"According to these decisions—and many more could be produced to the same effect—the commissioners should have provided for the annual payment of interest, the legal effect of which would have been that the interest would be due and payable at the end of the year. The order of the board is in

conflict with the letter of the law, and we think it quite clear that it equally violates the spirit of the law. It is susceptible of the plainest demonstration that it was the true intent and meaning of the legislature that the interest should be payable annually, and at the end of the year. * * * The annual payment of the interest is provided for by annual taxation. The intention was that the interest should be payable at the end of the year, and that the money required to pay it should be collected by taxation; and this view is strengthened by the fact that the commissioners are required, whenever the bonds are sold or negotiated, to make a levy. The taxes are payable once a year. If the interest is payable at the end of six months after the bonds are sold, no money will be raised by taxation to pay it. The ground upon which the commissioners are authorized to make a loan is that the county cannot spare any money from the general fund. The money collected by taxation under sections 21 and 22 is to be applied solely and exclusively to the payment of the annual interest and the principal. The county will then at the end of six months, if the interest is payable semi-annually, be compelled to pay the interest out of the general fund, or borrow the money. In the former case the county loses the use of the money for six months, or until the annual tax is collected, while interest may be accumulating on her orders; and in the latter case the county is compelled to pay interest on money with which to pay interest on her bonded debt. * * *

"It is very clear to us, *that the payment of the interest semi-annually is in violation not only of the letter, but also of the true intent and meaning of the law, and is unauthorized and illegal, not because it is usurious, but because the commissioners were not authorized by law to make such a contract.*"

We have quoted the above opinion at some length, because the facts and the law applicable thereto are so similar in every material particular to the facts and the law in the case at bar, that the forcible reasoning of the court, and the principles there enunciated, will apply with equal force here.

The facts and law in that case appear in the foregoing opinion. The facts in the case at bar, and the law applicable thereto, can be briefly stated, as follows: 1st. The law of 1869 authorizing the issuance of county bonds by

the county board upon such terms and conditions as a majority of the qualified voters of the county shall by vote direct, and a positive requirement that the county commissioners shall *annually levy and* COLLECT, at the time general taxes are collected, a tax sufficient to pay the *annual* interest on the onds and to provide a sinking fund for their redemption. 2d. The proposition submitted upon which the subscription was made specifically declaring, that the bonds should be payable within thirty years from their date, bearing interest at seven per cent. per annum, *payable annually.* 3d. The general tax law of Kansas, found on page 1044, sec. 72, Gen. Stat. 1868, reading as follows: "The county commissioners shall meet "on the first Monday in September in each year, and "shall estimate and determine the amount of money to "be raised by tax for county purposes; also all other "taxes which they may be required by law to levy." 4th. The bonds in suit were not delivered until November 4th, 1872, and were not applied for until October 16th, 1872. (See evidence of McBratney, p. 220 of record.) 5th. The bonds issued by the County Board made the interest thereon payable on the first days of July and October of each year, and had coupons attached for that purpose. No tax could be levied for the payment of the interest on the bonds falling due July 1st and October 1st, 1873, until the first Monday in September, 1873, and the tax then levied would not be due and collectible until November 1st. (See Gen. Stat. 1868, 1044, sec. 73.) Then, as a necessary consequence, the county must borrow money, and pay interest on the same, to pay the coupons falling due July 1st and October 1st, 1873. And every year thereafter the Commissioners would be required to levy and collect a tax sufficient to meet both payments

of interest, and hold one-half of it in the treasury for more than six months. It is not possible that such a state of affairs as this was contemplated when the act of 1869 was passed. It is evident that the Legislature did not intend to give authority to county commissioners to make such a contract, or it would have indicated it by some such provision as we find in the law of 1872. The same construction can with equal reason be put upon the law of 1869 that Judge BUSKIRK gave to the similar Indiana law, and if such a construction is given the result will be the same as in that case. The Commissioners having exceeded the prescribed limits of their authority in a matter of substance, it necessarily renders their acts illegal and void. And as we have said before, the purchaser cannot plead want of notice, because the infirmity was apparent on the bond, and it behooved him to make the proper inquiry before purchasing; and if he did not, he should be permitted to enjoy the fruits of his own folly.

If then the objections which we have thus discussed were well taken, the bond and coupons offered by plaintiff in evidence were not competent to establish a liability on the part of defendant county, and the instruction that "The plaintiff makes out a *prima facie* case when he in-"troduces in evidence his bond and coupons" was erroneous.

THE BONDS WERE VOTED AND THE SUBSCRIPTION MADE TO ONE COMPANY, AND THE BONDS WERE DELIVERED TO ANOTHER COMPANY.

Under this head we shall consider the questions involved in the 3d, 4th, 5th, 6th, 11th and 15th assignments of error. These, except the 15th, refer to the

exclusion of the evidence offered by defendant to show that all the proceedings to amend the charter of the Kansas and Nebraska Railway Company, by filing a new certificate of association, were had without the knowledge or consent of defendant county; that the new certificate or amended charter was filed without the knowledge or consent of the county, or any director or stockholder of said company residing therein; that this amendment of the charter or reincorporation of the railway company was never assented to by the county or any stockholder residing therein; that the bonds of the county were delivered to the *new company* in ignorance of its existence, and that the Commissioners would not have delivered the bonds to the new company if they had known that it was a different corporation from the one to which the subscription was made. The 15th assignment relates to the instruction that "The amendment of the charter of "the Kansas and Nebraska Railway Company is no de- "fense if the bonds in suit were purchased by the bank "for value and before due."

The evidence on the trial developed the following facts relative to the incorporation and reincorporation of the railway company:

1st. That the association of persons composing the Kansas and Nebraska Railway Company, became incorporated under the general law of the State of Kansas, on the 1st day of July, 1871, by executing a certificate of incorporation or charter, and filing the same in the office of the Secretary of State of Kansas on said date. (See charter, page 309, 310 of record.) It was provided therein that the name and style of the company should be, "The Kansas and Nebraska Railway Company," and the object and purpose of said incorporation was stated to

be the construction, maintenance and operation of a line of railway and telegraph, commencing at or near where the Big Blue river crosses the north line of the State of Kansas, thence running southerly through the counties of Marshall, Riley, Davis, Dickinson, Marion, Sedgwick and Sumner to the south line of said State, the length of said railway being about 220 miles.

2d. An election in Marion County on the 15th day of August, 1871, upon a proposition for said county to subscribe for two thousand shares of one hundred dollars each of the capital stock of said company.

3d. That said proposition was carried, and the subscription made by the County Commissioners of said county, to the capital stock of said railway company as then incorporated under the charter filed July 1st, 1871.

4th. That a special meeting of the board of directors of said company was held at said company's office in Junction City, Davis County, Kansas, on the 23d day of August, 1872 (see minutes of meeting, on charter, filed September 5th, 1872, page 311 of record), at which meeting it was decided to *amend* the *charter* of said company by filing a *new certificate of incorporation*, so as to provide for a branch commencing at some point in Marion County, thence running south to the south line of the State; and another running westerly from some point in Dickinson County, to the western or northern line of the State.

5th. That a certificate of incorporation was, in pursuance of said proceedings, duly executed by a majority of the persons who had constituted the board of directors of the Kansas and Nebraska Railway Company under its charter of July 1st, 1871. This certificate provided, among other things: Art. 1, (page 311 of record), that the name of the corporation should be The Kansas and

Nebraska Railway Company; (Art. 2), that the purpose for which said corporation was formed was the construction, maintenance and operation of a railway and telegraph line, commencing at the north line of Kansas at or near where the Big Blue river crosses said line; the charter then goes on and describes the same line of road provided for in the charter filed July 1st, 1871, and then provides for a branch to run from some point in Marion County southerly through the counties of Butler and Cowley to the south line of the State, in length about seventy miles; and another branch commencing at some point in Dickinson County, thence running westerly through the counties of Dickinson, Saline, Ottawa, Cloud, Mitchell, Osborne, Smith, Phillips, and Norton, to the western or northern line of Kansas, the length of said branch being about 350 miles. This certificate or charter was filed with the Secretary of State of Kansas, September 5th, 1872.

6th. That the board of directors of the old company, when they filed the new charter on the 5th of September, 1872, intended it to supersede the original Kansas and Nebraska Railway Company, and work a discontinuance of the same, thus in effect dissolving the old organization, and by this amendment transferring to, and merging in, the new company all the rights and franchises of the old. This was in fact done so far as they possessed the power to carry it out. This will fully appear by reference to the charter, filed September 5th, 1872, and the minutes of the meeting there certified to.

7th. That from and after the filing of this new charter, the business of the old corporation was actually merged in and carried on by the new company, and the original certificate, filed July 1st, 1871, was no longer

considered of any force or authority, but was in fact, if not in law, rendered nugatory and void, and the entire business carried on under the new charter thereafter.

8th. That after the new association had been thus incorporated, it applied to the County Commissioners of Marion County for the first installment of one hundred thousand dollars of bonds in part payment of its subscription made to the capital stock of the original Kansas and Nebraska Railway Company, on the 18th day of August, 1871.

9th. That upon said application being so made, one hundred bonds, of one thousand dollars each, of said county, were, on the 4th day of November, 1872, delivered by said County Commissioners to said railway company thus acting and doing business under the new certificate of September 5th, 1872.

The above facts, we think, were clearly proven on the trial in the court below. It appears upon the face of the charter of September 5th, 1872, that the board of directors of the Kansas and Nebraska Railway Company, then acting under the charter of July 1st, 1871, met in special session at Junction City, on the 23d day of August, 1872, and there decided to amend the charter of said company so as to provide for an additional line of road. That in pursuance of the proceedings had at said meeting, the said board of directors, on the succeeding day, the 24th, executed a new certificate of incorporation, and prefaced it with the following preamble:

"We whose names are hereunto subscribed, viz., Robt. McBratney, John T. Price, Ed. T. Porter, A. C. Pierce, James Streeter, Geo. W. Martin, G. B. Duy, A. B. Whiting, Levi Billings, Wm. Kellison and A. A. Moore, now constituting the board of directors of the Kansas and Nebraska Railway Company, duly organized under the act of the Legislature of the State of Kansas, entitled 'An act concerning private cor-

porations,' approved February 29th, A. D. 1868, as is shown by the certificate of association signed by W. H. Smallwood, Secretary of State, bearing date at Topeka, July 5th, 1871, *and acting in conformity with an order of the board of directors of said association, made at a special meeting of said board* held at Junction City, Kansas, August 23d, A. D. 1872, *do hereby amend the certificate of said Kansas and Nebraska Railway Company so that said certificate shall read and stand as follows.*"

Here follow the articles of association whereby the original line of road is adopted and made a part of the projected road of this new company, and the branches before referred to, 70 and 350 miles long respectively, added. Then on the same charter we find the minutes of the meeting referred to in the foregoing preamble, reading as follows:

"*Abstract of the proceedings of a meeting of the Board of Directors of the Kansas and Nebraska Railway Company, held at Junction City, Kansas, August 23d, 1872.*

"On motion it was ordered, *that the charter of this company be amended by a new certificate* signed by a quorum of directors, so as to provide for a branch of the road running from some point in Marion County. [Here follows a description of the lines of road proposed to be added.]

"I hereby certify that the above is a correct and true abstract of the proceedings of the board of directors of the Kansas and Nebraska Railway Company, at a meeting held in Junction City, Kas., August 23d, 1872.

"JUNCTION CITY, KAS., August 24th, 1872.

G. B. DUY,

Secretary Kansas and Nebraska Railway Company."

Now, the only logical result that can be arrived at by an inspection and perusal of the above documents is, that this whole proceeding of "*amending* the charter of "the Kansas and Nebraska Railway Company by a *new* "*certificate*, signed by a quorum of directors, so that SAID "*certificate shall read and* STAND *as follows*," was intended by said board of directors to completely supersede the old company and the old charter. It is evident from the language used that the intention was to transfer all the rights and franchises of the old company to the new. By adopting the original line of road, and connecting it

with the new, they doubtless intended to carry with it into the new company all subscriptions that had been made to the old. This intention was in fact carried out so far as the parties concerned in this reincorporation had the power to do it. Then the old charter being blotted out, as it were, by this proceeding, at least so far as those who assented to it were concerned, when the officers of the company (Robert McBratney, president, and G. B. Duy, secretary, both members of the board of directors, and active in promoting the change) applied to Marion County for the one hundred thousand dollars of bonds, they were, of course, representing the company as it then existed under the new charter of September 5th, 1872; for, so far as they were concerned, and all who assented to the change of charter, the existence of the Kansas and Nebraska Railway Company under the charter of July 1st, 1871, was terminated, and in fact merged in and swallowed up by the new organization. Then, of course, the delivery of the bonds was to the Kansas and Nebraska Railway Company, as incorporated and doing business under its new charter.

The defendant in the court below claimed—

1st. That the vote had on the 15th day of August, 1871, and the subscription made in pursuance thereof, authorized the issuance of bonds to the Kansas and Nebraska Railway Company, as incorporated and doing business under its charter of July 1st, 1871. That by the vote and the subscription, the County of Marion became a stockholder in said company, and was entitled to the same privileges, and subject to the same liabilities, as other stockholders therein.

2d. That the filing of the new certificate of incorpora-

tion by the persons constituting the board of directors of said company was neither in fact nor in law an amendment of the charter of said company, but was the creation of a new and distinct corporation, having for its object and purpose the construction of a different and more extended line of road than the company to which the subscription was made.

3d. That although such stockholders of the original company as assented to the incorporation of the new, and the transfer of their rights and interests from the old to the new, and actually promoted the change, might be bound thereby, and be compelled to pay any balance due on their subscription to the new company, yet Marion County never having assented to the change, nor to the transfer of her interest to the new corporation, could not legally be required to issue the bonds to it; that the delivery of the bonds by the Commissioners of said county to the new company was an unauthorized and void act, it never having been sanctioned by a vote of the electors of the county, and no subscription having ever been made by said county to said company.

Upon the first point there can be no dispute. The law of 1869, under which the subscription was made, provides that "upon the making of such subscription, "such county shall thereupon become, like other sub-"scribers to such stock, entitled to the privileges granted "and subject to the same liabilities imposed by this act." This law of 1869 is an amendment of sections 51, 52 and 53 of chapter 23, General Statutes 1868, p. 204, under which law all corporations are created in this State.

The second point may need some argument to make it clear. In the first place, a corporation in Kansas is not

created by a special act of incorporation passed by the Legislature for that especial purpose, but is incorporated under a general law simply by preparing and signing a certificate of association, and filing it with the Secretary of State, which thereupon becomes its charter.

Section 1 of article 12 of the State Constitution provides that "The Legislature shall pass no special act conferring corporate powers. Corporations may be created under general laws; but all such laws may be amended or repealed." Then, on page 191, Gen. Stat. 1868, sec. 4, we find that "Private corporations may be created by the voluntary association of five or more persons, for the purposes and in the manner mentioned in the following sections of this article." Section 5 specifies the purposes for which such corporations may be created. Sections 6, 7, 8, 9 and 10 prescribe the mode to be observed in the creation of a corporation. Section 6 reads as follows:

"A charter must be prepared setting forth—First, the name of the corporation; second, the purpose for which it is formed; third, the place or places where its business is to be transacted; fourth, the term for which it is to exist; fifth, the number of its directors or trustees, and the names and residences of those who are appointed for the first year; and sixth, the amount of its capital stock, if any, and the number of shares into which it is divided.

"SEC. 7. *The charter of a road company must also state—First, the kind of road intended to be constructed; second, the places from and to which the road is intended to run; third, the counties through which it is intended to be run; and fourth, the estimated length of the road.*

"SEC. 8. The charter of an intended corporation must be subscribed by five or more persons, three of whom, at least, must be citizens of this State, and must be acknowledged by them before an officer duly authorized to take acknowledgments of deeds.

"SEC. 9. Such charter shall thereupon be filed in the office of the Secretary of State, who shall record the same at length in a book to be kept for that purpose, and retain the original on file in his office.

"SEC. 10. *The existence of the corporation shall date from the time of filing the charter, and the certificate of the Secretary of State shall be evidence of the time of such filing.*"

Thus it will be seen that when the provisions of the above-quoted law are complied with, the association is fully incorporated and ready for the transaction of business.

There is no provision in the laws of Kansas that will permit a road corporation to amend its charter. If such corporation desires to extend its line or build branch roads, it becomes necessary to incorporate a new company for that purpose, as the charter of every road company *must specify the length of road intended to be built, and the counties through which it is to run; also the places from and to which it is intended to be run.* Not an additional mile of road can be built beyond that provided for in the charter, without forming a new corporation for that purpose.

Sections 11, 12, 13 and 14 of the act above referred to permit the corporation to increase or diminish by a vote of its stockholders the number of its directors to not less than three, nor more than thirteen, and in like manner to change its corporate name, and also to increase its capital stock to any amount not exceeding double the amount of its capital authorized by its charter; but *nowhere is there any power given to a road company to change its line or to build additional lines.* If it becomes necessary for the success of a railroad enterprise once chartered, to operate a longer line, or to build feeders, there must be a new company formed and chartered for this purpose, and then the new lines can be leased by the new company to the old. This is the only mode by which a railway company can operate any more road than is provided for in its own charter.

We find, in section 50 of this same act, page 203, that "The directors of any railway corporation may, by a vote

"of two-thirds of their whole number, *at any time change* "*the road bed, or road line, or any part thereof, for the* "*purpose of shortening the line, or to overcome natural obstacles; but such corporation shall not change the general route or terminus of the road.*"

Then if the board of directors of the Kansas and Nebraska Railway Company desired to construct branch roads, it could not provide for their construction by simply adding another clause to its charter, thereby combining them all in one road, but it must form a new corporation for those branch roads, with a separate and distinct board of directors for its control, although such board might be composed of the same persons forming the first company. Now it makes no difference what they called the new certificate filed on September 5th, 1872, whether they called it an amended charter, or something else—*the legal effect* of it was the formation of an entirely new and distinct corporation, and although they gave it the same name as the first corporation, and adopted for a part of its line of road the old line running north and south through the State, yet that would not change the legal effect of the act or make it anything else than what the law recognized it to be. The execution of this new certificate, and filing it in the office of the Secretary of State, was the creation of a new corporation, having in view the construction of a much more extended line of road than was contemplated by the charter filed July 1st, 1871. The new certificate was a valid one, being in conformity with the statute, and being signed and acknowledged by more than five persons. It seems clear that the object and purpose of the incorporation of the new company was to entirely supersede and do away with the old company, and to swallow

up and absorb all its property and stock. This appears from the language used, both in the preamble to the new certificate and in the minutes of the meeting of the board of directors; and we see no sound objection to this. All that was necessary to accomplish this purpose was the assent of the stockholders, and perhaps creditors, if any there were, of the old company, to this merger. Of course the rights of any stockholder in the old company, who did not assent to the transfer to the new, would not be affected by the act of the majority, and he would be released from all liability on his subscription. These principles are too well recognized to require the citation of authorities. We see no reason why the persons composing a corporation, under a charter which in their judgment does not confer sufficient authority to enable them to successfully carry out the object of their association, may not voluntarily, by the unanimous assent of all their members, in effect dissolve the corporation, and create a new organization under a more comprehensive charter, embodying the same provisions contained in the old, and supplying the omissions and remedying the defects therein, vesting in the new organization all the property and rights of the old. Yet under the laws of the State of Kansas, this would in effect be an entirely new and distinct corporation. This is just what those members of the original Kansas and Nebraska Railway Company who participated in and assented to the formation of the new company did. It became necessary to organize a new company before they could construct the branches, and in organizing it they also considered it expedient to embrace in the new charter the old line, and then carry on the *whole* business of the old and new lines under the new organization, instead of keeping up two separate

and distinct companies. Now, although the new company was legally incorporated, and all who promoted or assented to it would be legally bound by their own voluntary acts, yet any subscriber to the old company who should refuse to submit to the change would, we think, without doubt be released from his subscription.

If then a new corporation was formed, which succeeded to the rights and privileges of the old company, and to all intents and purposes stood in lieu and stead thereof, as expressed in the preamble of the certificate filed September 5th, 1872, this brings us to the consideration of the third point, viz., that, although such subscribers to the stock of the original company, as assented to the incorporation of the new, and actually promoted the change, might be bound thereby, and be compelled to pay their subscriptions to the new company, yet, Marion County having never assented to the change, could not legally be required to deliver the bonds to said company, *and the delivery of the bonds by the County Commissioners to the new company was an unauthorized and illegal act, no bonds ever having been voted, or subscription made to, the stock of said company, and the bonds so delivered, never having been authorized by the county, were consequently void.*

In the first place, the plaintiff cannot plead that the First National Bank of Junction City did not have notice of the formation of the new company, and the delivery of the bonds to it; for, independent of the fact that the charter, when filed in the office of the Secretary of State, became a public record, we have *actual* notice to the bank itself, that a new company had been formed, which supplanted and superseded the

old, and suspended all operations under the original charter of July 1st, 1871. We find that Robert McBratney, president of the old railway company before the incorporation of the new, and president of the new after its incorporation, and a member of the board of directors of both, was at the time of the formation of the new company, president of the bank, and a member of the discount board thereof. We also find that James Streeter, a director in both companies, and treasurer of both, was at the same time vice president of the bank, and also a member of the discount board. We find both these gentlemen active in promoting the incorporation of the new company (both their names appearing on the certificate as corporators). We find that McBratney, acting as president of the new company, and representing its interest, applied, *himself*, to the Board of Commissioners of Marion County, on the 16th of October, 1872, for the bonds due the old company; and, although he did not succeed in obtaining them at that time, yet, in a few days thereafter, the secretary of the new company, G. B. Duy, applied again on behalf of said company, and finally succeeded in obtaining them. Then we farther find that McBratney and Streeter, as members of the board of discount, and officers of the bank, at a meeting of said board in December, 1872 (evidently held for the express purpose of considering the propriety of taking the bonds as collateral for money advanced to the railroad company's contractors), but a short time after the bonds had been delivered to the railway company (page 292-294 of record), approved and ratified the action of the cashier, W. B. Clarke, in taking the bonds for that purpose. This was sufficient notice to the bank. The knowledge

of McBratney, the president, and Streeter, the vice president, both members of the discount board, was the knowledge of the bank.

In *Bank of United States v. Davis*, 2 Hill, 463, Justice NELSON says:

"Upon these views it seems to me consistently and reasonably to follow, that in case of a joint agency by several persons—*as of the directors of a bank—notice to any one, or the acts of any one, while engaged in the business of the principal, is notice to the bank itself.* The corporation is acting and speaking through the several directors, who jointly represent it in the particular transaction. In judgment of law it is present, conducting the business of the institution itself; *the acts of the several directors are the acts of the bank; their knowledge the knowledge of the bank, and notice to them notice to the bank.*"

Also, see *North River Bank v. Aymars*, 3 Hill, 262; *Louisiana State Bank v. Senecal*, 13 La., 525. In this last case the court say:

"If the knowledge of these facts had been brought home to the *president* or cashier, we would unhesitatingly say, that the plaintiffs were bound by it, they being the executive officers of the bank, upon whom all notices and process may be served."

The plaintiff then is estopped to deny that the First National Bank had notice of the new incorporation (or amendment of charter, whichever it may be called) of the Kansas and Nebraska Railway Company, and the delivery of the bonds to it as reincorporated. So that if the county could have avoided the payment of the bonds in the hands of the railway company, on the ground that they were voted, and the subscription made to, an essentially different corporation from the one to whom they were delivered, it can also avoid payment in the hands of the plaintiff. But was not the purchaser bound to know, *as a matter of law*, whether the bonds had been issued to the proper company? it being, as we conceive,

a question of authority—a question whether the Board of Commissioners had any authority to issue the bonds of the county to a different corporation from the one to which they were voted and the subscription made. Was it not the duty of the purchaser to inform himself upon this question?—and did he not in purchasing assume the responsibility of deciding for himself, and upon his own risk, whether the bonds were in fact issued to the company entitled to them? If he erred in his judgment upon this question of law, why should the county be made to suffer for it? The case of *Marsh v. Fulton County*, 10 Wall., 676, seems to decide this question, and really to be the governing authority in this case. The only material element of difference in the cases is, that in the former the *subscription was unauthorized*, the vote having authorized a subscription to one company and it was actually made to another, while in the case at bar we have a *subscription lawfully made to one company in pursuance of a vote, and an issuance of bonds to another company without* ANY VOTE, OR SUBSCRIPTION EITHER. So far as the principle involved is concerned, it appears to be precisely the same in both cases. *In one, bonds were issued in payment of a subscription that was unauthorized, while in the other, bonds were issued without any subscription at all.* If the facts in the former case were sufficient to render the bonds void in the hands of any person, are they not *a fortiori* amply sufficient to justify the same decision here?

In *Marsh v. Fulton County*, Mr. Justice FIELD, speaking for the court, says:

"The amendatory act of 1857, dividing the road into three divisions, and subjecting each divison to the control and management of a different board, clothed with all the powers of the original board, so far as the division was con-

cerned, *worked a fundamental change in the character of the original corporation, and created three distinct corporations in its place.* A subscription to a company whose charter provided for a continuous line of railroad of two hundred and thirty miles, across the entire State, was voted by the electors of Fulton county; not a subscription to a company whose line of road was less than sixty miles in extent, and which, disconnected from the other portions of the original line, would be of comparatively little value. *But it is earnestly contended that the plaintiff was an innocent purchaser of the bonds without notice of their invalidity. If such were the fact, we do not perceive how it could affect the liability of the county of Fulton.* This is not a case where the party executing the instruments possessed a general capacity to contract, and where the instruments might, for such reason, be taken without special inquiry into their validity. It is a case where the *power to contract never existed,—where the instruments might, with equal authority have been issued by any other citizen of the county.* It is a case, too, where the holder was bound to look to the action of the officers of the county, and ascertain whether the law had been so far followed by them as to justify the issue of the bonds. *The authority to contract must exist before any protection as an innocent purchaser can be claimed by the holder.*"

What, then, in point of principle, is the difference between the case as thus stated and the case before us to-day? Was not the executing and filing the new certificate of incorporation (or amended charter, as they called it) on September 5, 1872, as much the creation of a new and distinct corporation from the old Kansas and Nebraska Railway Company, chartered July 1, 1871, as the act of the Illinois Legislature was the creation of three separate and distinct corporations, when it divided the Mississippi and Wabash Company into three divisions, and placed each under the control of a separate board? Was not the act reincorporating the Kansas and Nebraska Railway Company under the general laws of Kansas by filing a new charter September 5, 1872, whereby the old line of road was made a part of the new, and

all the rights and interests of the stockholders of the old company transferred to and merged in the new, just as valid and binding upon all those who assented to and promoted it as the act of the Legislature of Illinois in dividing the Mississippi and Wabash Company into three corporations and confining the interests of the stockholders thereof to their respective divisions was upon those who assented to that change? Was not a subscription voted for and actually made to a company whose charter provided for a continuous line of railroad of two hundred and twenty miles, across the entire State of Kansas, and not a subscription to a company whose line of road was *six hundred and forty miles* in length, the greater portion of which ran through a barren and unproductive country, to the northwestern corner of the State of Kansas, the construction of which would entail an enormous burden of debt upon its stockholders, and eventually bankrupt and destroy the company, or which, by reason of the magnitude of the undertaking, might even after obtaining one hundred thousand dollars of a subscriber's bonds to squander in the vast enterprise, finally collapse, become insolvent, and dissolve by lapse of time, leaving the bonded subscriber, as it paid the taxes from year to year upon the bonds delivered in payment of its subscription, to mournfully reflect upon the vanity of great railroad projects? Were not the bonds of Marion County to the amount of one hundred thousand dollars issued to this company (having a railroad project of six hundred and forty miles in length in view, and running through a country whose trade and productions would not in generations to come pay the running expenses of the road), without any vote of the electors of said county authorizing it, and without any subscription

first having been made to the capital stock of said company, just as the bonds of Fulton County were issued and delivered to the Central Division of the Mississippi and Wabash Railroad Company, without any vote authorizing such subscription and payment? Was not the special meeting of the board of directors of the Kansas and Nebraska Railway Company, held at Junction City on August 23d, 1872, to amend the charter of said company, held without any notice having been given to Marion county? and was not the new certificate of incorporation executed and filed in pursuance of the proceedings had at said meeting, and the old company dethroned, deposed, and a usurper placed in its stead, who attempted to and did usurp the rights and franchises of its predecessor, without the knowledge or assent of said county? Did not the new company apply to Marion County, and receive from her one hundred thousand dollars of bonds that did not belong to it, and to which it never had the shadow of a legal claim? Was not the issuance of said bonds to said company wholly unauthorized, either by vote or subscription, *and might not any other citizen of the county have issued the instruments with equal authority with the Board of County Commissioners,* the same as this court stated in *Marsh v. Fulton County?* And finally, are not the bonds so issued without any authority invalid, even in the hands of an innocent purchaser, just the same as the bonds issued in that case were decided to be? The analogy in the two cases is so striking that it seems clear the result must in both be the same. If in point of material facts there is any difference in the cases, it is certainly in favor of the county in this case, for here the subscriber has received absolutely nothing for its

bonds, and in the former case there was a road in operation, the stock of which was doubtless worth something.

We were not permitted to show on the trial below that Marion County never assented to the amendment of the charter or incorporation of the new company, and did not knowingly issue the bonds to the new company, although abundant proof of these facts was offered. The learned judge, through what we think was a misconception of the doctrine enunciated by this court in *Nugent v. Putnam County*, 19 Wall., 241, held that it made no difference whether the county assented to the amendment of charter or the formation of the new corporation, because it having made a subscription to the old company, the board of directors of that company could legally organize themselves into a new company, with a new and more extended line of road, having different objects and purposes in view, and transfer all the rights and franchises of the old to the new, thereby making those who were subscribers to the stock of the old company subscribers to the stock of the new, whether they assented to it or not. We do not so understand that decision. It has ever been held by the courts of this country and England, that when a fundamental change has been made in a charter, whereby a new and different enterprise is superadded to the business of the old company, or in the case of a road company a new or additional line of road provided for, increasing the liabilities and responsibilities of the corporation, or where a transfer of the stock or franchises of one company is made to and accepted by another, or when two corporations consolidate their stock and property, and carry on the business of both companies under one management, or a material departure

has been made from the original undertaking—that in all these cases a dissenting subscriber cannot be held by the change, and will be released from his subscription. This rule is so well recognized that it seems to be a work of supererogation to cite authorities to establish it. We will however content ourselves with a few of the leading cases in America upon this point. The courts in all the cases where this question has been discussed have held the charter to be a part of the contract made between the subscriber and the corporation. The objects and purposes to be accomplished by the organization, as expressed in the act of incorporation, are always considered as having a controlling influence upon the parties in making the contract of subscription. Then where a subscription has been made to the capital stock of a corporation whose charter clearly sets forth the business to be carried on, and the interests to be advanced by the corporate body, this being a material part of the contract, whenever this body, or a majority of the corporators, either by amendment of charter (in States where that can lawfully be done) or by consolidation with some other company, or by any other lawful means, work a material or fundamental change in the organization or in the business originally undertaken, the subscriber who does not assent to it cannot be compelled to contribute to the new undertaking, or to continue a member of the new organization, because it is a material variance from the terms of his contract.

We shall first refer to the case of *Stevens v. Rutland and Burlington Rly. Co.*, 29 Vt., 546. A charter was granted by the Legislature of Vermont in 1843 to certain persons, for the purpose of building a railroad from some point in Burlington, through the counties of Addi-

son, Rutland, and Windsor or Windham, to some point on the west bank of the Connecticut river. Under this charter the road was constructed and operated for some time. Stevens had subscribed for five shares of stock. In 1850 the board of directors procured the passage of an act authorizing the company to extend their railroad, at any time within three years, from Burlington to Swanton, in the county of Franklin, a distance of thirty miles. The act also provided that the corporation, in the construction of this extension, should have all the rights and privileges, and be subject to all the liabilities, contained in the original charter. Stevens applied for an injunction to restrain the application of the funds of the corporation to the construction of this extension. It seems the company had by a vote accepted the amendment to its charter. The chancellor, amongst other things, says:

"The only question that can be open to debate is, as to what shall be the effect of the act of 1850, and a subsequent adoption of the act by the corporation, upon the individual rights of a shareholder, who does not assent to its adoption? If bound by it, there is no equity in this bill. It is and must be admitted, that the legislature has no constitutional power, unless it be reserved in the grant, to change or alter an act of incorporation without consent, and thereby cast upon the company new and additional obligations, or take from them rights guaranteed under the original charter; and, indeed, this the legislature have not attempted to do. It is equally true that it is a part of the law of corporations, that they act according to the voice of majority. But it is to be remembered that this is not a suit in which the plaintiff seeks to protect himself in any *corporate* right, but in his own *individual* right, growing out of the fact of his having become a corporator by his subscription and its payment to the capital stock of the company. *The plaintiff by his subscription assumed to pay to the corporation, and only for the purpose specified in the charter, its amount according to the assessments;* and there was at the same time a trust created, and an implied assumption on the part of the corporation, to apply it to that object, and

none other. * * * *The ground upon which such amendments bind the corporator, I deem to be his consent.* When he becomes a corporator by his signing for a portion of the capital stock, he, in effect, agrees to the by-laws, rules and votes of the company, and there is an implied assent, on his part, with the corporation, that they may apply for and adopt such amendments as are within the scope and designed to promote the execution of the original purpose; and he signs, and the corporation receive his subscription, subject to such implied contingency. But suppose the object of the alteration is a *fundamental* change in the original purpose, and designed to superadd to it something which is beyond and aside of it: does the same principle apply? * * * Courts may differ, and doubtless will, in regard to what alterations shall be sufficient to constitute a fundamental change. But in the present case, I think, on this point there can be but one opinion. The *termini* of the road, as fixed by the charter, are Burlington and some point on the west bank of the Connecticut river, in the county of Windsor or Windham. The supplementary act of 1850 purports to authorize the corporation, within three years, to construct and extend their railroad from the terminus in Burlington to some point in Swanton, in the county of Franklin, a distance of about thirty miles. The franchise granted to this company was territorial; and an extension of the termini necessarily is an extension of the franchise. It cannot remain the same thing in substance, until it can be established that a part is equal to the whole. *The statute of 1850 is little less in effect, if anything, than an attempt to create in a summary manner, and by the way of reference, a new corporation, and to transfer all the old corporators to it. If all the corporators had assented to this transfer, it was well enough. The change in the purpose was not more fundamental* in the case of *Hartford, &c., Rld. Co. v. Croswell,* in 5 Hill, *than in this. It is not necessary that the business should be changed in kind to change the original purpose. If this is not a change in purpose, it would not be to extend the road in one direction to the Canada line, and in the other to the Massachusetts line.*

"*The change, then, in the charter being fundamental, and the corporation not being able to bind the plaintiff by a majority vote, what must be the result? If he had been sued for an assessment upon his stock, he might have claimed that he was absolved from all liability upon the acceptance of the amendment.*"

It will be seen by this opinion that the whole ques-

tion hinges upon the assent or dissent of the corporator. Even though the change be fundamental, superadding new and different enterprises, those who assent to it can have no good ground of complaint. It will also be seen by this case that a fundamental alteration of the charter may be made, without changing the kind of business in which the corporation was engaged; but an amendment which authorizes any extension of the line of road beyond the original terminus, or the adding of branches, however short, would, under the authority of this case, be such a fundamental alteration of the charter, as would absolve a dissenting subscriber from all liability on his subscription. How much more then would an extension of the line of road, or the adding of new lines to the original line of road, seventy and three hundred and fifty miles in length, respectively, be such a fundamental alteration of charter, and such a superadding of new franchises and new liabilities, never contemplated by the stockholder when he became a member of the corporation, as would entirely absolve and release him from all liability upon his subscription, unless he assented thereto?

The case of *Middlesex Turnpike Co. v. Lock*, 8 Mass., 268, is also authority upon this point. In this case the court held that a variation and change in the course of the turnpike road from that prescribed in the original charter, was such a fundamental alteration as to absolve the subscribers from the payment of assessments made after the amendment, upon a subscription for stock made before.

Union Lock and Canal Company v. Towne, 1 N. H., 44, is also a leading case upon this branch of the subject. The court there say, upon the question of the charter being a part of the contract with the subscriber:

"Every individual owner of shares, whether a petitioner or associate, or purchaser, expects, and indeed stipulates with the other body owners, as a corporator, to pay them his proportion of the expense which a majority may please to incur *in the promotion of the particular objects of the corporation. By acquiring an interest in the corporation, therefore, he enters into an obligation with it in the nature of a special contract, the terms of which contract are limited by the specific provisions, rights and liabilities detailed in the act of incorporation. To make a valid change in this private contract, as in every other,* THE ASSENT *of both parties is indispensable.* The corporation, on the one part, can assent by a vote of the majority; the individual, on the other, by his own personal act. However the corporation then may be bound by the assent to the additional acts, the defendant, in his individual capacity, having never assented to either of them, is under no obligations to the plaintiff, except what he had incurred by becoming a member under the first act. *Consequently the assessments sued for, if raised to advance objects essentially different from those originally contemplated, are not made in conformity to the defendant's special contract with the corporation.*

"For the purpose of settling this point we shall assume another, which was contested, as to the defendant's membership, and regard him as having made a valid purchase of one share under the act of December 23d, 1808. What, then, were the obligations imposed on him by that purchase? They were that he should pay all assessments raised for the objects and under the restrictions contained in said act, *and not that he should be liable for money assessed towards other and more extended objects, or under different and fewer restrictions. If the present action, therefore, be for money raised under the circumstances last supposed, whatever may have been the expediency of its intended appropriation, the defendant can legally exonerate himself from its payment, because not assessed in conformity to his original obligation. Nothwithstanding the laudable object and great utility of the additional acts, still if they effected a material change, he is able to say, 'Non hæc in federa veni.'*"

The case of *Kean v. Johnson et al.*, 1 Stock., 402, was injunction by Kean as a stockholder in the Elizabethtown and Somerville Railroad Co., to restrain the sale of the road of said company to the Somerville and Easton Railroad Company, under an act of the Legislature of New

Jersey authorizing the last-named company to purchase the former company's road. The act also provided that the road, when purchased, should be and become a part of the Somerville and Easton Company's road, and should be regulated by its charter, and that the two companies should thereafter be known as the Central Railroad Company of New Jersey. The plaintiff did not assent to the amalgamation of the two companies, and hence brought the suit. The court held that plaintiff's interest in the Elizabethtown and Somerville Company could not be transferred to the Somerville and Easton Company without his consent, and uses the following language:

"To sell the road, to abandon the contemplated investment and embark in another scheme, whether entirely different, or only more extensive than the original contemplation as apparent on the face of the charter, is, it seems to me, clearly contrary to the rights of the individual stockholders. If they had any right as partners or beneficiaries, it would seem to be this, that their money should be devoted to that use and never employed in any other, nor returned to them before they desire it. The mere statement of the proposition seemed to me to prove it. * * * Nothing is more clearly settled than *that any fundamental alteration of a charter, or material deviation or extension of a road, in the case of road companies, interferes with the rights of the corporators, and that no majority, however large, can compel any individual stockholders to submit. Thus in such cases, if the stockholder has not paid his subscription, he is freed by such deviation from liability on his contract to do so.*"

In *Sparrow v. The Evansville and Crawfordsville Railroad Co.*, 7 Ind., 369, this doctrine is recognized and assented to. But in that case the stockholder, it was held, was not released by a consolidation of the company to which he had subscribed with another railroad company, *because*—

"*When the defendant contracted, an authority to consolidate existed which, by virtue of the act of February, 1851, the two companies had a perfect right to exercise, and of which he was then legally cognizant. His contract having been made under*

that law, must be presumed to have been made with reference to it, and cannot, therefore, be impaired by the law, because the law is a part of the contract."

This case is similar in many respects to *Nugent v. Supervisors*, 19 Wall., 241. It seems that the only reason why the subscriber was held bound by his subscription to pay to the consolidated companies was, that when he contracted he did it with full knowledge that the very consolidation of which he complained might at any time take place. But there is no analogy between that case and the case at bar, so far as this question of consolidation is concerned.

The case of *Macedon and Bristol Plank Road Co. v. Lapham*, 18 Barb., 312, was thus: A corporation was formed for the purpose of constructing a plank road from Macedon to some point on the road leading from Victor to Vienna, and was to be as nearly as could be estimated ten miles in length. The company afterwards, without the consent of defendant, who was a stockholder therein, extended the road from Victor to Bristol Center. The court says:

"Do these unauthorized acts of the company release or absolve the defendant from liability to pay his subscription? The original articles of association, which was the fundamental law of the company, and the basis of the defendant's agreement, contemplated the making of a road from Macedon to Victor, which, with a branch mentioned, embraced a distance of ten miles, and at an expense, or with a capital, of $15,000. The company have not only completed this enterprise, but have superadded thereto the expenditure, by an extension of their main line of road, of more than three times the original capital, which has been increased in the same proportion. *These changes—the extension of the road, and increase of capital—were essential and radical. If they had been made even in pursuance of a legislative enactment, made or procured after the subscription by the defendant of the stock in question, the latter would have been released.*"

The case of *Witter v. M. O. & R. R. R. Co.*, 20 Ark., 463, was a deviation of twenty miles from the point of crossing Red river, as fixed by the charter of the company when the appellant's subscription was made. This change was authorized by an act of the Legislature, and accepted by a majority of the stockholders of the company. Appellant did not assent to the change. The court held that the deviation of twenty miles from the original point of crossing the river was such a material departure from the contract as expressed in the charter, that the appellant was released from all liability on his subscription.

In the case of *Winter v. Muscogee Rld. Company*, 11 Geo., 438, there was a change in the terminus of the road by an amendment of the charter after Winter had subscribed, and the road was made to connect with a different railroad than was contemplated in the original charter. The court held that Winter was absolved from all liability on his subscription.

In *Hartford & N. H. Rld. Co. v. Croswell*, 5 Hill, 383, Justice NELSON says:

"Corporations can exercise no power over the corporators beyond those conferred by the charter to which they have subscribed, except on the condition of their agreement or consent. This is so in the case of private associations, where the articles entered into and subscribed by the members are regarded as the fundamental law or constitution of the society, which can only be changed by the unanimous voice of the stockholders. So here, the original charter is the fundamental law of the association, the constitution which prescribes limits to the directors, officers and agents of the company not only, but to the action of the corporate body itself—and no radical change or alteration can be made or allowed, *by which new and additional objects are to be accomplished or responsibilities incurred by the company, so as to bind the individuals composing it, without their assent.*"

Coming down now to the decisions of this court, we

find first in *Clearwater v. Merideth*, 4 Wall., 25, this doctrine as enunciated in all the foregoing cases fully acknowledged and indorsed. The court, speaking through Mr. Justice DAVIS, says:

"The power of the legislature to confer such authority [the authority to consolidate railroad companies] cannot be questioned, *and without the authority, railroad corporations organized separately could not merge and consolidate their interests. But in conferring the authority, the legislature never intended to compel a dissenting stockholder to transfer his interest, because a majority of the stockholders consented to the consolidation.* * * * When any person takes stock in a railroad corporation, *he has entered into a contract with the company, that his interests shall be subject to the direction and control of the proper authorities of the corporation to accomplish the* OBJECT *for which the company was organized. He does not agree that the improvement to which he subscribed should be changed in its purposes and character, at the will and pleasure of a majority of the stockholders, so that new responsibilities, and, it may be, new hazards, are added to the undertaking. He may be very willing to engage in one enterprise, and unwilling to engage in another;* TO ASSIST IN BUILDING A SHORT-LINE RAILWAY, AND AVERSE TO RISKING HIS MONEY IN ONE HAVING A LONGER LINE OF TRANSIT."

And again, in *Nugent v. Supervisors of Putnam County*, 19 Wall., 241, the same doctrine is reiterated.

This principle being fully settled—that a material or fundamental alteration in the original undertaking, either by adding to or taking from, by changing the business or increasing the expenses or responsibilities of the corporation, by extending the line of road, will release a subscriber who does not assent to it, what effect does it have upon the case at bar? We have so far in this argument maintained, and shall still maintain, that the filing the new certificate of association, of the Kansas and Nebraska Railway Company, on September 5th, 1872, wherein it was provided that it should stand and

be in lieu of the original charter, *was under the laws of Kansas the creation of a new corporation, separate and distinct in every respect from, and having no connecting link to bind it to the old.* It makes no difference what mistaken ideas the corporators may have entertained concerning their powers to amend the old certificate so as to continue the old company right along in the old business, and add thereto a new business without in any manner affecting the rights of any one, and transform the stockholders in the old line of projected road into stockholders in the new. It is the *legal effect* of what they did that we have to deal with to-day, and which we in all candor assert, was not the amendment of the old charter, but was nothing less in *law* than the incorporation of an entirely new company. It *could* be nothing else under the laws of Kansas, for nowhere is there any authority given to add new enterprises or new lines of road to a railroad corporation once duly organized. That can only be done by organizing a new company. This we say without fear of successful contradiction. But suppose, for the sake of the argument, we should admit that it was nothing more than an amendment of the old charter: to what result will that lead us? Viewing it then as an amended charter, in the light of all the authority we have produced upon this point, was it not a material and fundamental alteration of the contract into which the county entered, when it made the subscription to the stock of the company then acting under the charter of July 1st, 1871? The original undertaking which the county agreed to assist to the extent of $200,000, was the construction of a railroad running through the State of Kansas from north to south, connecting with two trunk lines, one at Junction City and

the other at Peabody — a line of road which, if built, would doubtless have greatly benefited Marion County, and would in all probability have been a good investment for it. This line of road was only 220 miles in length. The undertaking which the company assumed under the amendment was not only this 220 miles of road, but the building of one road in addition, 70 miles long, and another — mark the magnitude of the enterprise — three hundred and fifty miles long, and running northwesterly through a vast extent of country that would not support such an institution for many years to come, and which must necessarily be a constant drain upon the resources of the company to keep up, making in all a road under one charter six hundred and forty miles in length — an undertaking so gigantic in its proportions, that unless the projectors were possessed of unlimited means the attempt to execute it must almost inevitably end in financial ruin and bankruptcy, while the original enterprise might with proper management have been made successful. Then we say, in the light of the case of *Stevens v. Burlington & Rutland Railroad Company*, where the additional line was only thirty miles long, and the case of *Macedon & Bristol Plank Road Company v. Lapham*, 18 Barb., 312, where the addition to the road was only a few miles; and the case of *Witter v. M. O. & R. Rld. Co.*, 20 Ark., 468, where the change was only twenty miles, and *Winter v. Muscogee Rld. Co.*, 11 Geo., 438, where the alteration was about thirty miles; and *Marsh v. Fulton County*, where the line was shortened — and in the light of all the authority produced, declaring that any change which increases the risk or hazard of the enterprise, or increases the responsibilities of the corporators, is material, was not the

amendment in this case a more material and fundamental alteration of the charter than in any case cited? If this change was not material and fundamental, then there never was such a thing as a material alteration of a railroad company's charter; and the numerous courts which have so held were deluded and misguided. (See profile of the road as provided for in first charter, in blue lines, and as changed by new charter in red lines, on diagram on first page.)

But we take it for granted that the amendment *was* material, and that this court will so hold, if it becomes necessary to pass upon the question. Then if it was, those subscribers who did not assent to it were released from the payment of their subscription. How then does this affect Marion County? It affects the county precisely as it would any other subscriber who had not paid his assessments or subscription. *The subscription was authorized by the voters of the county to be made and paid to the railroad company as it existed before the change* in its charter. *The voters of the county never assented to the change. If, then, they never assented to it, their contract of subscription became VOID just as soon as they refused to acquiesce in the amendment.* The County Commissioners had no power to bind the county to pay the subscription to a company acting under a different charter. They were special agents, clothed with no general power to subscribe to the stock of railway companies, or to transfer a subscription from one company to another. That required an additional grant of power from the principal—the voters. The voters never having assented to the change, and never having authorized the County Commissioners to assent to it for them, (as this could only have been done by another election,)

then the Commissioners having no authority to assent—if they did in point of fact and in excess of their lawful authority assent to the amendment of the charter, and issued the bonds of the county to the Kansas and Nebraska Railway Company, existing and doing business under its charter so amended—their act was *ultra vires* and void, and no more created a liability on the part of the county than if the bonds had been issued by any other citizen of the county. Upon this question of special agency, the Supreme Court of Kansas say, in *The State and St. Jo. & D. C. Rld. Co. v. Nemaha County*, 10 Kas., 577:

"The county commissioners are the agents of the county, but agents with limited and defined powers. They cannot by virtue merely of their office bind the county to a subscription to the capital stock of a railroad corporation, any more than could the sheriff, county clerk, or any other county official. A power so vast, and whose exercise affects so widely and deeply the interests of the county, is wisely intrusted to no official or agent. *The people must give their agents the authority to subscribe, or they are not bound. We must look therefore beyond the mere fact of subscription, to see what authority the commissioners had to make the subscription. Authority from a principal to an agent to do a specified act is limited to that act, and does not empower the agent to bind his principal to an act securing essentially different obligations.* Nor is the authority enlarged, because the party with whom the agent is empowered to contract is by law at liberty to change his conditions and relations. * * * *Indeed, it may be safely affirmed, as a general rule, that when an agent has authority to make a specified contract with a third party, any change in the conditions and relations of that party, which would materially modify the contract, destroys the power of the agent.*"

Then we repeat, that when the amendment was made, the contract which the county had made to pay the original company for two thousand shares of stock was rescinded by the very act of the company itself. *It required no express act of dissent on the part of the county to rescind*

the contract it had made, because it had through its agents engaged to take certain shares in the railroad company and pay for them in bonds, upon *the express condition* that the relations and conditions of the company should remain unchanged. That no material or substantial transformation should take place in its structure. That the objects and purposes of its incorporation, as expressed in its charter, should be prosecuted with due diligence. That no act should be done or suffered by it that would increase the hazards of the enterprise or the responsibilities of the company. Such were the terms and conditions upon which the county agreed to be bound. It was not in the power of the County Commissioners to add to or subtract from this agreement, or to change or vary the conditions thereof in any essential particular. Then when the railroad company violated this contract and materially changed its relations and conditions, adding new and greater hazards and responsibilities to the undertaking, it was such a radical alteration of the contract that the county was *ipso facto* released and absolved from all obligation to perform its engagement. *The dissent of the county would be implied from the very circumstances themselves.* The county as a corporate body, having no general power to take stock in railroad corporations, but only an authority to do so upon terms and conditions imposed by the voters themselves, who are the constituent elements of the body corporate, then when the voters have authorized the contract to be made upon certain conditions, a material one of which is that the other contracting party shall not change its relations and conditions in such a manner as to affect substantially the subject-matter of the contract, if such a change is actually made, the dissent of the county to it is always presumed, for its authority as a corporate body to

execute the contract is determined. It could only execute it in the mode prescribed, and if the other party had so changed its relations that a performance in conformity to its instructions could not be had, then the authority of the corporate body to perform its part of the contract was revoked. Now, if this is the correct view to take of this question, there can be but one logical result to all this. If the contract to issue the bonds of the county in payment for stock in the railroad company was violated by the company, by its procuring the amendment to its charter, and by this act the contract rescinded, the power of the County Commissioners to further act in the premises was revoked, and as a necessary consequence their issuance of the bonds was an *ultra vires* act and void, and the instrument so issued by them "might, "with equal authority, have been issued by any other citi- "zen of the county." If this would not render the bonds void in the hands of a purchaser without actual notice, it would render them void in the hands of the First National Bank, which *had* actual notice of the amendment.

Now, going back to the question of the act of the company being the creation of a new corporation instead of an amendment which merely enlarged the powers of the old: if, as we have all along contended, the execution of the new certificate was the creation, by operation of law as well as by the act of the parties, of an entirely new and different corporation whose charter provided for 420 more miles of road than the old, how does that affect the legality of the bonds in suit?

After what has been said upon the phase of the question just argued, it will not be necessary to enter into any lengthy discussion of this point, for if the bonds are

void under the view thus taken, *a fortiori* are they void under this phase of the case? The new corporation having blotted out the old, of course extinguished the contract made with it by the county, unless the county had legally transferred the contract bodily to the new. If the county could and did legally do this, then it could legally pay the subscription to the new company. But we take the position that the County Commissioners could not transfer the subscription already made to one company, to another, even if they wanted to, without a vote of the people expressly authorizing it. Now, of course it will not be claimed that there was anything of that kind done in this case. Nor could the railroad company exercise any control over the contract made with the old company. For, by destroying the old company, and we might say legally putting it to death, all contracts made with it, that did not survive its legal demise, were of course extinguished. This contract of subscription could not legally survive the demise of the company to which it was made. If the voters of the county had authorized the Commissioners to transfer the county's stock to the new company, it would in effect be not a transfer, but the making an entirely new contract. Suppose an election had been held for the purpose of determining this question, the proposition voted upon would not have been, "Shall the stock subscribed "for by the county in the Kansas and Nebraska Railway "Company, incorporated July 1, 1871, be *transferred* to "the Kansas and Nebraska Railway Company, incorpo-"rated September 5, 1872," for the county had no stock in the first-named company to transfer, it having been destroyed by the legal demise of that company, which took place at the same moment the legal existence of

the other commenced. But the vote would have been upon a proposition to "SUBSCRIBE for so much stock in "the Kansas and Nebraska Railway Company, incorpo- "rated September 5, 1872." Or we might look at it in another light. The contract having been made in pursuance of the vote had on the 15th of August, 1871, with the company as then incorporated, even if it could survive the demise of that company for some purposes, it could not survive it for the purpose of being transferred *by the new company to its domain, for that transfer, if it could be made under any circumstances whatever, would depend upon the consent of the voters first obtained, and not upon the act of the new company.* Then we may examine this question, in however searching a manner, and view it from any legal standpoint we choose, yet it will resolve itself into this one proposition: A vote was had, a subscription made in pursuance of that vote. A new company was formed, separate and distinct from the old. The County Commissioners, without any vote being had, or any subscription made to the new company, issued and delivered to it the bonds of the county. Then, we say, there was no authority for the issuance of these bonds. To be sure, the recital upon the bonds says that they were issued "in payment of "2,000 shares of the capital stock of the Kansas and Ne- "braska Railway Company. SUBSCRIBED FOR BY SAID "COUNTY IN PURSUANCE OF AN ORDER OF THE BOARD "OF COUNTY COMMISSIONERS THEREOF, made and en- "tered upon its minutes, August 15, 1871." Issued to what Kansas and Nebraska Railway Company? Why, there being but one Kansas and Nebraska Railway Company then in existence, they were of course issued to it, (and it was the company incorporated September 5, 1872).

In payment for stock subscribed in pursuance of an ORDER of the Board of County Commissioners, made and entered on its minutes August 18th, 1871? The Commissioners had no authority to pay this subscription made to the old company, to the new. *In pursuance of an order of the Board!* What authority had the County Board to make an order that the county should subscribe for stock in a railway company? They may have had the authority, but they should have so stated on the face of the bond, and their failure to do so would be sufficiently suspicious to put a dealer in municipal bonds on his inquiry.

The court below excluded all our evidence to show that the County of Marion never assented to the change made by the execution of the new certificate of incorporation of the Kansas and Nebraska Railway Company, and that the Commissioners were never notified of the meeting of the board of directors of the old company at Junction City, August 23d, 1872, to execute the new certificate; and the evidence to show that the Commissioners, when they delivered the bonds to the new company, had no knowledge of any change whatever in the structure of the company, or that any additional line of road had been added to that contemplated by the charter of the company to which they had made the subscription. All evidence to prove these facts, or evidence *tending* to prove them, was rejected on the ground of its incompetency, irrelevancy, and immateriality. The theory of the learned Circuit Judge was, that this court, in *Nugent v. Putnam County*, 19 Wall., 241, had established the doctrine that when a subscription had been once made to a company, the contract was executed, and the company could then transfer its stock and the contract of sub-

scription to another company legally organized, (although the new company had different objects and purposes in view, or the construction of a different and more extended line of road); that the question of assent on the part of the subscriber was immaterial. Now we do not understand that this court went to any such lengths to uphold the bonds in that case. As we interpret the declarations made in that opinion, they only decide this: that when at the time of the vote authorizing the subscription, a general law of the State, or the charter of the company to which the subscription is proposed to be made, authorizes the consolidation of railway companies, or the consolidation of the particular company with some other whenever the respective companies consider it proper, that then the vote is had with full knowledge of the power and the right of the company to consolidate with some other company, and the authority to make the subscription is granted in contemplation of such a consolidation being effected at any time. That subscribers must be presumed to know the law of the State, and contract in view of it. That therefore their assent to the change of organization must also be presumed, as by the terms of the contract, the law being a part of it, this change could at any time be made, and the rights and franchises of one company transferred to the amalgamated companies. (This is the same rule adopted by the Supreme Court of Indiana, in *Sparrow v. Evansville, &c., Rld. Co.*)

There was also a further fact in that case which seems to have influenced this court in its decision. The officers of the county whose duty it was to make the subscription not only assented to the consolidation, but actually promoted it. It requires no argument to show how essen-

tially and radically the two cases differ. In the one case, a general law of the State, authorizing the consolidation of railroad companies, also a provision of the charter of the company to which the subscription was to be made, empowering it to unite or consolidate with any other railroad, etc.; a vote had, in full contemplation of these laws, authorizing a subscription to a company *whose charter gave it power to consolidate with any other company;* a consolidation effected *in pursuance of the general law of the State, and the express provision of the charter; the consolidation assented to, and actually promoted by the county; a subscription made to the consolidated companies* — not in conflict with, but in conformity to the true intent and meaning of the vote had, as examined in the light of the laws then in force; and bonds regularly issued in payment of that subscription. Nothing occurred in that case beyond what the voters must have contemplated when they authorized the subscription.

But, in the case at bar, we have a general law authorizing counties to subscribe for stock in railway companies and pay for the same in bonds of the county, upon such terms and conditions as the voters of the county may prescribe. A general law of the State under which an association consisting of not less than five persons may, by preparing a certificate, setting forth the object and purpose of the association, and, complying with the other requirements of the statute in that respect, and filing the same in the office of the Secretary of State, become fully incorporated. If it is a road company that is to be formed, the certificate must also specify the length of the road, the *termini* of the same and the counties through which it is to run. *There is no law upon the statute books of the State authorizing railroad companies to con-*

solidate. No way provided whereby this can be done. *No law whereby a railroad company may extend its line of road or add branches thereto by an amendment to its charter.* No way by which an additional mile of road can be built beyond that provided for in its act of incorporation, except by the creation of a new corporation. No law whereby the members of one company may form another and transfer the stockholders of the old to the new, thereby superseding the old, without the consent of each and every stockholder therein. No law whereby county commissioners can transfer a subscription once made to one company to another company having a different line of road to construct. No means under the sun whereby this could be done except by a vote of the county authorizing it. No law in force, which by the most liberal construction, would authorize the commissioners to pay for a subscription made to one company by issuing bonds to another. No law in force whereby one company could exercise the rights and avail itself of the franchises of another. No law of the State or provision of the charter of the company to which the subscription was authorized, a contemplation of which would lead the voters of the county to *anticipate or even suspect that what did occur might lawfully occur.* No law in force which by any possible construction known to legislators or lawyers, would justify the doing of what was done in this case. How then, can it be said that "it must have been "contemplated by all the subscribers to the stock of the "company, that precisely what has occurred might occur? "Subscribers must be presumed to have known the law "of the State, and to have contracted in view of it." Precisely so! When the voters of the County of Marion "sanctioned a county subscription by their vote, and

"when the Board of Commissioners, in pursuance of that "sanction, resolved to make the subscription," and did make it, "they were informed by the law of the State" that that subscription *could not be transferred to another company without their consent. They were not "informed "by the law of the State, that the stock they proposed to "subscribe to one company might be converted into stock of "another company, and that the liability they assumed "might become owing to that company.*"

It cannot be said that with the knowledge of the law and the charter of the company as it then existed, they made the contract with a view of the happening of what followed, or any similar occurrence. It cannot be said, as it was in the Putnam County case, that the incorporation of a new company having a line of road 640 miles in length to construct instead of 220, and an amalgamation of the old and new—a complete merging of the old in the new—"wrought no change in the "organization or design of the company to which they "subscribed other than they contemplated at the time "as possible and legitimate." It *can* be said in this case that the "motive for their subscription has been "taken away," and "that the consideration for it has "failed." It *cannot* be said that "the reason of the "general rule does not exist in this case, and, conse-"quently, the rule is inapplicable." But, on the contrary, the reason of the rule does exist in this case, if it ever existed in any case, for the change in the organization and design of the company is more fundamental than in any case we have ever examined. This court, in the last-cited case upon this question, enunciates the well-recognized doctrine that a fundamental alteration of a charter releases a subscriber from all liability on his

subscription unless he assents to it, in the following language:

"It must be conceded, as a general rule, that a subscriber to the stock of a railroad company is released from obligation to pay his subscription by a fundamental alteration of the charter. The reason of the rule is evident. A subscription is always presumed to have been made in view of the main design of the corporation, and of the arrangements made for its accomplishment. A radical change in the organization or purposes of the company may, therefore, take away the motive which induced the subscription, as well as affect injuriously the consideration of the contract. For this reason it is held that such a change exonerates a subscriber from liability for his subscription."

But the court then proceeds to say, that the rule had no applicability to that case because the county must have taken into consideration this question of consolidation when it made the contract, and its consent to the consolidation was presumed by reason of the same having been at that time authorized by law. This whole case of *Nugent v. Putnam County* bears out to the fullest extent this very doctrine which we contended for in the court below. Mr. Justice DILLON, in his article on "Municipal Bonds," *Southern Law Review*, pages 479 and 480, October number, 1876, recedes from the position taken upon the trial of this case, so far as the Putnam County case is concerned. He says:

"And when the consolidation is provided for or contemplated by the legislation of the state in force when the subscription is made, a subsequent consolidation, in pursuance of the enactment, does not have the effect to invalidate the subscription. This principle was distinctly settled in the Putnam county case just cited, *and such existing legislative authority to change the organization controlled the decision, and constituted, in the judgment of the court, the ground for distinction between that case and the oft-cited case of Marsh v. Fulton County.*"

Thus it will be seen that he here recognizes the rule

that it is after all a question of assent or dissent on the part of the subscriber. That because the change was authorized or contemplated by the law in force when the subscription was authorized to be made, that therefore the voters of the county must be presumed to have consented to and authorized the subscription to be paid to the companies as consolidated. We see nothing in the Putnam County case that at all conflicts with the rule that the subscriber's assent to the change must be had to bind him. Nor does the case of *Harshman v. Bates County*, October term, 1875, attempt to change the rule. That case only reiterates what was said in the Putnam County case, that where the law authorizes the consolidation of railroad companies, the vote and subscription is made in contemplation of that being done. The court there say:

"The law authorizing the consolidation of railroad companies does not change the relation of attorney and constituent. It may transfer the vested rights of one railroad company to another, upon a consolidation being effected; but it does not continue in existence powers to subscribe for stock given by one person to another, which, by the general law, are extinguished by such a change."

This proceeds upon the theory that the subscription when once made becomes a vested right in the company to which it is made, and that where the law authorizes one company to transfer all its rights, privileges and immunities to another and consolidate with it, that the subscriber's assent to the transfer is presumed because he contracted with reference to the probabilities of such a transfer being made, and thereby vested in the company the right to effect the transfer upon a consolidation with another company taking place.

Then, as we have said before, this entire question whether the bonds issued to the new company are valid

obligations of the county, depends entirely upon the further question of the county's assent to the fundamental change in the organization of the railroad company and the extension of its line of road. If the county, speaking through the ballot-box, never consented that such a change should be made, then upon its being accomplished it was entirely and fully absolved from all liability upon its contract of subscription, and the obligation to issue the bonds, if it ever existed, was *ipso facto* discharged. No such vested right to the bonds on the part of the railroad company existed in this case as in the Putnam County case. *There the county, by the deliberate act of its voters, had vested in the company the right to transfer the subscription to any other company with which it might consolidate. But no such right was ever given by the voters of Marion County to the Kansas and Nebraska Railway Company. The only right that the voters ever vested in that company was the right to receive the amount of the county's subscription when the same became due, if the conditions and relations, objects and purposes of the company remained unchanged in every material and substantial matter.* It was no part of the contract, that the company should have the right to file a new certificate of incorporation, and merge in the new company thereby created all the stock, property, and franchises of the old, thereby making the county a subscriber to the stock of a company with a projected road 640 miles in length, instead of a company with a road 220 miles in length. The assent of the county could not be presumed, because when the vote was had authorizing the subscription no law of the State of Kansas or provision of the company's charter would, by any reasonable construction that could be given to it, have permitted the company to merge its rights, property and

franchises in another. Therefore if the county never assented to the change, it never empowered the Board of County Commissioners to issue its bonds to the new company, and of course if no power was ever given them to do this act, their attempt to bind the county in such a manner would be futile. The bonds, for want of authority to issue them, would not create a valid obligation against the county, and the holder, knowing this, as he was bound to, cannot recover in this action. Independent of the fact that the First National Bank of Junction City had actual notice of all the proceedings to obtain the new charter, and the delivery of the bonds to the new company, the record of charters of corporate bodies in the office of the Secretary of State was by law made a public record, of which the purchasers of bonds from the company must take notice.

If, then, our views upon this branch of the case are correct, the ruling of the court below refusing to permit us to introduce evidence upon these points, and its instruction to the jury that the amendment of the charter of the railroad company was no defense, was clearly erroneous.

We shall next consider the 2d and 13th assignments.

The 2d refers to the exclusion of the evidence offered by defendant to show the financial condition of Marion County when the First National Bank of Junction City obtained the bonds; the 13th to the instruction to the jury, that "there is no evidence to show that the First "National Bank of Junction City had notice of the "fraudulent character of the representations made by the "railway company to the County Commissioners of Marion "County, which induced them to accept the bonds of

"said railway company." This instruction recognizes the fact that the bonds were actually obtained by the railway company from the County Commissioners through the fraud of the company; but assumes that sufficient evidence of the knowledge of that fact by the officers of the bank had not been shown to warrant the submission of that question to the jury.

Now, while we recognize the rule that permits a court to withhold the consideration of a question from the jury where there is absolutely no evidence upon it, or where the evidence in support of a theory attempted to be established by one party is insufficient to support a verdict in his favor upon the issues presented, without any opposing testimony, or where the evidence on one side is so preponderating and absolutely overwhelming, as to leave no doubt in the mind of any person accustomed to investigating and weighing testimony, that there the court may instruct the jury accordingly—yet, if there is any evidence in proof of an alleged fact, whether direct or circumstantial, which would warrant a finding of such fact, if no opposing testimony was offered, then, in such a case, we think it becomes the duty of the court to submit the question to the jury. In the case at bar, we think, if the court had permitted the introduction of our evidence to show the financial condition of the county, when the First National Bank obtained the bonds, that, with the evidence that had already been elicited, there would have been sufficient before the jury to justify a finding of knowledge on the part of the bank of the fraud perpetrated upon the county by the railway company in obtaining the bonds. The question was wholly one of *mala fides* on the part of the holder, and any evidence, whether direct or circumstantial, tend-

ing to prove that he purchased with notice of any defense the county had to the bonds, would be competent for the purpose of showing bad faith. Bad faith may be shown by a variety of circumstances, many of them apparently insignificant in themselves, and which standing alone unsupported by other evidence would fail to establish the fact, but taken together form such a concatenation as must unerringly lead to that conclusion. Any one circumstance, which, however remotely, tends to establish the ultimate fact to be proven, is competent for that purpose, and should be admitted. Thus, in impeaching a sale on the ground of fraud, it has always been considered competent to show inadequacy of consideration as a circumstance tending to establish the ultimate fact of fraud. So we claim in this case that it was competent in proof of *mala fides* to show that the consideration paid by the holder was largely disproportionate to the actual marketable value of the bonds. The evidence in the record shows that the plaintiff only paid fifty cents on the dollar for the bonds in suit, while the First National Bank took $50,000 in payment of a loan of $29,000. On this question of bad faith upon this showing, together with the other evidences of knowledge of fraud already before the jury, it was clearly competent for defendant to show that the bonds, if valid obligations with no suspicious circumstances surrounding them in their inception and their issuance, were worth actually their face, or nearly so, in the market, when the holder obtained them. If this was the case, the purchase of them for one-half their par value was certainly a circumstance that threw suspicion of bad faith and knowledge of the fraud upon the holder. Upon the showing we offered to make, these bonds were worth at least 90

cents on the dollar in any market at the time the First National Bank obtained them, if there had not then been suspicions of invalidity attached to them. We offered to show that, exclusive of this one hundred thousand dollars of bonds, Marion County's indebtedness, when the bank obtained the bonds, did not exceed thirteen thousand dollars. That the value of the taxable property of the county was at least two millions of dollars. This in a new county sparsely settled, and whose taxable property was increasing rapidly each successive year. Under such circumstances the bonds would, if valid, be a good investment for any capitalist, affording the neat annual revenue of $7,000 to the holder.

Thus we think the refusal to allow this evidence to go in was undoubtedly erroneous.

We also think the instruction that there was no evidence to show that the First National Bank had knowledge of the fraud of the railway company in obtaining the bonds from the county was erroneous. It does not seem possible for any one to read the evidence of the maneuvering of McBratney, Streeter and W. B. Clarke concerning the bonds; their consultations at different times; the interviews of McBratney with Hale and Duy after their return from Marion Center with the bonds; McBratney's trip to Topeka to prevent the registration of the bonds; his interview with Hale, Duy and Sherburne at the Tefft House concerning the bonds; McBratney's knowledge that the $200,000 bond had not been signed by the parties who were to have executed it; W. B. Clarke's trip to Kansas City to get the bonds, instead of having them sent to him by express, and a variety of little circumstances and incidents connected with the transaction by which the bank finally became possessed of the

bonds, without being convinced beyond any doubt that McBratney, president of the bank, Streeter, vice president, and W. B. Clarke, cashier, were fully informed of the manner in which the railway company obtained the bonds from the county. The very fact that the bank sold the whole fifty bonds for fifty cents on the dollar, receiving only twenty-five thousand dollars, while it had taken them in payment of twenty-nine thousand, thereby losing in the transaction four thousand dollars, is a strong circumstance against the good faith of the bank in the transaction. It showed that the bank had no confidence in the validity of its title. Fraud, and a knowledge of fraud, or an actual participation in a fraudulent transaction, can seldom if ever be proven by direct and positive testimony, but must, if proven at all, be by circumstances, and what are called "badges of fraud." It is a question, it seems, that should be left to the jury to determine from all the circumstances in the case. There certainly were very suspicious circumstances connected with the transaction by which the bank obtained the bonds, and the course pursued by the bank officers immediately preceding. Was not this whole question entirely within the province of the jury to determine, and was it not error to withdraw the question from them?

We now come to the last assignment of error, the 16th, which was the rendition of judgment for the full number of coupons sued on, together with interest upon the same. The entire judgment was for $6,703.54. If the plaintiff would under any circumstances be entitled to a judgment in his favor in this case, it would only be for one-half the coupons sued upon. If suit had been brought on the bonds, instead of the coupons, the

plaintiff would have only been entitled to judgment for one-half of the twenty-five bonds, which he testifies he owns. His testimony is that he paid fifty cents on the dollar, or $13,000 for the twenty-five bonds and accrued interest. As we understand the law, it is a well-established rule (a rule founded on equitable principles, and a rule the justness of which commends it to every one) that "where commercial paper has been obtained from "the drawer or maker by fraud, the *bona fide* holder, "although protected from any loss that would befall him, "if the party defrauded were permitted to set up as a "defense the fraud on the part of the payee as against "him, *yet it does not therefore follow that he may recover of "such party the whole amount, when he has paid a less "sum.* For his protection and security against loss, it is "only necessary that he should be paid back the amount "which he was induced to give for the instrument by its "appearance of validity, and therefore such amount is the "limit of his recovery against the drawer or maker, who "was defrauded into the execution of the instrument."

Daniel on Negotiable Instruments, p. 566, § 758; Story on Bills, § 188; *Edwards v. Jones*, 7 Car. & Payne, 633; *Williams v. Smith*, 2 Hill, 301; *Valette v. Mason*, 1 Smith (Ind.), 87; *Haff v. Wagner*, 63 Barb., 237; *Holcomb v. Wyckoff*, 35 N. J., 35; *Stoddard v. Kimball*, 6 Cush., 449; *Petty v. Hannum*, 2 Humph., 102.

The evidence shows conclusively that the bonds were procured by the railway company from the County Board by means of the fraudulent representations of the agents of the company. This fact was recognized by the court in the trial, as appears by the instructions to the jury. There is no reason why the rule as above stated should not be adhered to in municipal bond cases the same as in actions upon other commercial instruments. By the

repeated adjudications of this court, municipal bonds, payable to bearer, have been declared to be negotiable instruments, possessing all the attributes of commercial paper. If then they are commercial paper in every sense of the word, of course they are governed by all the rules of law applicable to such paper and the rights of holders thereof.

By reference to the petitions in the three consolidated cases, Nos. 1086, 1250 and 1385, (pages 1 and —, *et seq.*,) it will appear that the plaintiff has sued on the coupons of the whole number of bonds he holds. As often as an installment of interest fell due, suit was brought upon all the coupons of that installment attached to the whole number of bonds the plaintiff then held. The judgment of the court should then have been for only one-half the amount sued for; for if the plaintiff could only recover what he actually paid for the bonds, of course he would not be entitled to interest on but half the number he held. If he paid $13,000 for twenty-five bonds and the accrued interest thereon, he would only be entitled to interest on $12,500, according to his own statement, which must cut his judgment down just one-half.

RATIFICATION.

Another and final question is, Has the county, by paying one or two installments of interest on the bonds, so ratified their issuance as to estop it from denying their validity? This hardly requires any argument, in view of the decisions of this court upon the question. In *Marsh v. Fulton County*, 18 Wall., 676, upon this question of ratification, this court say:

"It is also contended that if the bonds in suit were issued

without authority, their issue was subsequently ratified, and various acts of the supervisors are cited in support of the supposed ratification. These acts fall very far short of showing any attempted ratification even by the supervisors. But the answer to them all is, that the power of ratification did not lie with the supervisors. A ratification is, in its effect upon the act of an agent, equivalent to the possession by him of a previous authority. It operates upon the act ratified in the same manner as though the authority of the agent to do the act existed originally. It follows that a ratification can only be made when the party ratifying possesses the power to perform the act ratified. The supervisors possessed no authority to make the subscription or issue the bonds, in the first instance, without the previous sanction of the qualified voters of the county. The supervisors in that particular were the mere agents of the county. *They could not, therefore, ratify a subscription without a vote of the county, because they could not make a subscription in the first instance without such authorization. It would be absurd to say that they could, without such vote, by simple expressions of approval, or in some other indirect way, give validity to acts, when they were directly in terms prohibited by statute from doing those acts until after such vote was had.* That would be equivalent to saying that an agent, not having the power to do a particular act for his principal, could give validity to such act by its indirect recognition."

The Commissioners possessed no power to issue bonds payable at a longer time than thirty years from the date thereof; they had no power to make the interest thereon payable semi-annually; they possessed no power to issue bonds to a railway company without a subscription first having been made to its stock; they had no authority from the voters to issue bonds to a company whose charter provided for the construction of a different road from that provided for by the charter of the company to which the subscription was made, therefore they could not ratify their own unauthorized acts; they could not transfer a subscription from one company to another *without a vote authorizing them to do it, because they could not make a subscription in the first instance without such authorization;*

they could not therefore ratify an unauthorized issue of bonds by paying interest thereon. The people could not approve or ratify the act of the Commissioners except in the mode pointed out by statute, viz., by a vote. The tax-payers could not by remaining silent be considered to have waived their rights or acquiesced in the issuance of the bonds. They had no right to interfere with the acts of the County Board. They were powerless to restrain the issuance of the bonds, and of course their silence cannot be construed as an act of tacit acquiescence and ratification. The Supreme Court of Kansas, in *Craft v. Commissioners of Jackson Co.*, 5 Kas., 518, holds that individual tax-payers are powerless to restrain the county board when it attempts to exceed its lawful authority, unless the threatened injury is peculiar to some particular individual.

"When the principal can do nothing else than be silent, when the individual tax-payers are powerless to restrain the act, the enforced silence can hardly be construed as an acquiescence." (*Lewis v. Comm'rs of Bourbon Co.*, 12 Kas., 186.)

Finally, to recapitulate, we say the judgment of the court below was erroneous, because the bonds were void, even in the hands of an "innocent holder"—

1st. Because they were issued in violation of the express provision of the law, being made payable more than thirty years from their date.

2d. The bonds were not issued by the Board of County Commissioners, as required by law, but were only signed by one member of the Board, instead of by a majority of the members thereof.

3d. The interest thereon was made payable semi-annually, instead of annually, as provided by law and by the proposition voted upon. There being no recitals

on the bonds, "the purchaser was bound to look to the "action of the officers of the county, and ascertain "whether the law had been so far followed by them as "to justify the issue of the bonds."

4th. The bonds were issued to a railway company to which a subscription had never been made, a subscription having been made to one company, and the bonds issued to another and entirely different company, without any authority therefor. The purchaser was bound to take notice of this fact, the charter of the company being just as much a matter of public record as though the company had been incorporated by an act of the Legislature. Moreover, the plaintiffs had *actual* knowledge of these matters.

5th. The refusal of the court to allow the county to show that it never assented to the change in the structure, objects and purposes of the railway company, was erroneous.

6th. The refusal of the court to submit to the jury the question of notice of the fraud (practiced by the railway company upon the county) on the part of the bank when it obtained the bonds, was erroneous.

7th. If the plaintiff was, under any circumstances, entitled to a judgment, it was only for one-half the amount sued for.

The county, having never received a dollar's benefit from these bonds, does not stand in this court as the larger number of municipalities have, defending against bonds, the full benefit of which they had received. But if the question of "innocence" on the part of either litigant is ever entitled to the consideration of the courts, then, in this case, the County of Marion, having been defrauded of one hundred thousand dollars of bonds

without any fault of her tax-payers, certainly stands in as enviable a light in this court, as one who admits that he only paid one-half the value of the bonds he is attempting by virtue of the same plea of innocence to enforce in full.

ROSS BURNS,
JOS. G. WATERS,
L. F. KELLER.

A. L. WILLIAMS,
Attorney for Plaintiff in Error.

UNITED STATES OF AMERICA.

IN THE

Supreme Court of the United States,

OCTOBER TERM, A. D. 1876.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MARION, STATE OF KANSAS, *Plaintiff in Error,*
vs.
AARON CLARKE, *Defendant in Error.*
No. 653.

GEO. W. MARTIN, KANSAS PUBLISHING HOUSE, TOPEKA.

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The bonds in this case were issued under the act of the Legislature of Kansas, approved March 11th, 1869, as cited in plaintiff's brief (pages 40 and 41).

The following facts are admitted to be true in the answer of the county (pages 129, 130 and 131 of record):

1st. That the Kansas and Nebraska Railway Company became incorporated under the laws of the State of Kansas, on the 1st day of July, 1871, for the purpose of constructing and operating a railway and telegraph line, * * * * * through the counties of Marshall, Riley, Davis, Dickinson, *Marion*, etc.

2d. That on the 10th of July, 1871, certain petitions of the citizens and tax-payers of the county of Marion were presented to the Board of County Commissioners of the said

county, asking the said Board of County Commissioners to submit a proposition to the qualified electors of said Marion county to subscribe for two thousand shares, of one hundred dollars each, of the capital stock of the said Kansas and Nebraska Railway Company; said stock to be paid for in thirty-years-seven-per-cent. bonds of the county of Marion; said subscription to be made upon such terms as would secure the speedy completion of said railway through said county of Marion from its northern to its southern line in and through said county, and by way of Marion Center.

3d. That on the 10th of July, 1871, the petitions of the tax-payers and citizens of said Marion county were considered and acted upon by said Board, and it was then ordered by said County Board that the question of said subscription by said county for 2,000 shares, of one hundred dollars each, of the capital stock of the said Kansas and Nebraska Railway Company, be submitted to the qualified electors of said Marion county at a special election, to be held on Tuesday, the 15th day of August, 1871, and that if said vote should be in favor of said subscription, the same should be made, by the Board of County Commissioners, upon the following terms, to wit: said stock to be paid for with the bonds of the county, payable thirty years after the date of their issuance, and bearing interest at the rate of seven per cent. per annum, payable annually, and that work should be commenced on the northern line of said county within twelve months after the date of said subscription, and the road to be in operation to a connection with the Atchison, Topeka and Santa Fé Railway, at the village of Peabody, within three years after the date of said subscription, and when completed, it should be a continuous line from Junction City, and to be of the same gauge as the Kansas Pacific Railway.

4th. That on the 15th day of August, 1871, an election

was held at said Marion county, at which said election a vote was had by the qualified electors of said county on the proposition aforesaid, and upon a canvass of the votes cast at said election, two hundred and ninety-four votes were found to have been cast in favor of the said subscription, by Marion county, for two thousand shares of one hundred dollars each of the capital stock of the said Kansas and Nebraska Railway Company, upon the following terms and conditions, to wit: said stock to be paid for in the bonds of the county, payable thirty years after the date of their issuance, and to bear interest at the rate of seven per cent. per annum, payable annually, and that said bonds should be delivered as follows, to wit: *on the completion of the grading* of said Kansas and Nebraska Railway *from the northern line of the county of Marion to Marion Center, one-half of said bonds should be due and deliverable* to said Kansas and Nebraska Railway Company; and upon the completion of said railway from Marion Center to the village of Peabody, seventy-five thousand dollars of said bonds should be due and deliverable; and upon the completion of said railway to the south line of the county of Marion, the residue of said bonds should be due and deliverable; and that one hundred and sixty-nine votes were cast against said proposition to so subscribe, and the proposition to so subscribe was declared carried; and the said Board of County Commissioners, on the 18th day of August, A. D. 1871, when said canvass was so made and declared, did enter upon the records of the proceedings of said Board that said subscription was then and thereby made by the Board of said county, for and on behalf of said county of Marion; and that said Board did, then and there, elect one C. O. Fuller, a member of said Board, to make said subscription upon the books of said railway company, in their office in Junction City, Davis county, Kansas; that C. O.

Fuller did, in pursuance of his said election, enter the subscription upon the books of said railway company, in their office in Junction City, immediately thereafter.

5th. That afterwards said Kansas and Nebraska Railway Company commenced work upon its line of road at the north line of Marion county, and *graded said road from the north line of said county to Marion Center.*

The plaintiff in error seeks a reversal of the judgment for numerous errors alleged to have occurred on the trial in the Circuit Court. We shall not attempt to answer all the questions raised by the plaintiff, and elaborately argued by counsel in the voluminous brief filed in this case.

The bonds show upon their face the purpose for which they were issued, to wit: "in payment for two thousand "shares of the capital stock of the Kansas and Nebraska Rail- "way Company, subscribed for by said county in pursuance "of an order of the Board of County Commissioners thereof, "made and entered upon its minutes August 18, A. D. "1871." An examination of the law under which the bonds were issued (chap. 29, p. 108, acts of the Legislature of Kansas, 1869), shows that power was conferred upon the county authorities to issue bonds for such purpose. The purchaser has only to look to the bond and the law. Under the repeated and uniform decisions of the Supreme Court of the United States, it has been held, "That if the bonds upon "their face import a compliance with the law, and if the "legal authority was sufficiently comprehensive to authorize "their issuance, the purchaser is not required to look any "further for evidence of a compliance with the condition of "the grant of power."

Commissioners of Knox Co. vs. Aspinwall et al., 21 Howard, 539; *Bissell vs. City of Jeffersonville*, 24 Howard, 287; *Moran et al. vs. Commissioners of Miami County*, 2 Black,

722; *Mercer County vs. Hackett*, 1 Wall., 83; *Meyer vs. City of Muscatine*, 1 Wall., 384; *Van Hostrup vs. Madison City*, 1 Wallace, 291; *Supervisors vs. Schenck*, 5 Wall., 772; *Pendleton County vs. Amy*, 13 Wall, 297; *City of Lexington vs. Butler*, 14 Wall., 282; *Grand Chute vs. Winegar*, 15 Wall., 355; *Lynde vs. The County*, 16 Wall., 6; *St. Joseph Township vs. Rogers*, 16 Wall., 644.

"No defense can be made to municipal bonds, negotiable "in form, in the hands of a *bona fide* holder, not going to "the question of power to issue them." Authorities above cited.

It is urged by counsel for plaintiff, as the bonds show upon their face that they run thirty years and twenty-seven days from their date, being dated September 3d, 1872, and made payable October 1st, 1902, their issuance by the Board was *ultra vires*. The law in force when these bonds were voted, on the 15th day of August, 1871, will be found in chapter 29, page 108, acts of the Legislature of Kansas, 1869. (Plaintiff's brief, page 40.)

Section 3, of said act, provides:

* * * "And it shall be the duty of the board of county commissioners, or city council, or trustees of the town making such subscription as aforesaid, to pay for the same, and the stock thereby agreed to be taken by such county, city or town, by issuing to the company entitled thereto, the bonds of such county, city or town, at par, payable at a time to be fixed, not exceeding thirty years from the date thereof."

The Commissioners fixed the date from which the bonds should bear interest, October 1st, 1872, and made the bonds payable October 1st, 1902, a period of just thirty years from the date interest commenced. The bonds were not actually *issued* until November 4th, 1872, the day they were delivered to the railway company. The evident intention of the framers of the section above referred to, was to limit the amount of interest which would accrue upon this class of bonds. The date, "September 3rd," was printed upon the

bonds at the time they were lithographed, and before they came into the hands of the Commissioners. Whatever construction may be given to the law, we fail to discover any injury the county has or can sustain, by reason of the bonds being dated prior to the time interest commences running, or before their delivery. If the bonds had actually been issued to the company on the 3rd of September, the only result would have been to give the county the benefit of twenty-seven days' interest on its paper. If it is hereafter found to be a hardship to suffer these bonds to run for a longer period of time than thirty years from their *date*, the county can avoid it by paying them on the exact day the thirty years expire from September 3, 1872. We do not think the objection made is worthy of the grave consideration given it by counsel, and that the maxim, "*de minimis non curat lex*," is a sufficient answer to this defense.

The bonds sued upon are signed by the chairman of the Board of County Commissioners, and attested by the County Clerk. On the face of the bonds, it is recited that "the said "county of Marion has caused this bond to be signed in *its* "*behalf by the chairman of the Board of County Commission-* "*ers, attested by the County Clerk*, and the seal of the county "affixed."

At the time the bonds were dated and issued to the railway company, to wit, Sept. 3, 1872, and Nov. 4, 1872, the act of 1872, referred to by plaintiff in brief (pp. 48 and 49), was in force—the act having been approved March 2, 1872, and published March 7, 1872. Section 2 reads: "* * * such "bonds, if issued by a county, shall be signed by the chair- "man of the board of county commissioners, and attested by "the county clerk." We claim that the bonds were properly executed under the law in force at the time of their delivery. We do not hold that the contract between the county and rail-

way could in any way be changed, impaired or affected by the law of 1872, but as to the mere formality of executing the contract, and in the absence of any mode designated by the law under which it was made, we think the Commissioners acted in strict conformity to law when they caused the bonds to be signed by their chairman and attested by the County Clerk.

The act of 1869 does not provide in what manner bonds issued to railway companies shall be signed, and there was no law of the State designating the mode of execution at the time the Marion county bonds were delivered. Prior to the act of 1872, the General Statutes of Kansas, 1868, (page 260, sec. 29,) provided that "county orders shall be signed "by the chairman and attested by the clerk." The bonds upon their face show that the contract had been made by the county, and that it was signed by the parties empowered to do so. In the case of *Thayer vs. Montgomery County*, 3 Dillon's Circuit Court Reports, page 389, the bonds were executed and delivered in pursuance of the vote of the electors of Montgomery county, Kansas, of June 21, 1870. The bonds were signed by the chairman of the board of county commissioners, attested by the clerk; the coupons were signed by the county clerk only. MILLER, J., held:

"As to the first ground of demurrer: The bond itself being duly signed and sealed by the proper officers of the county, and the coupons being part of the bond, it is no defense to the coupons that they are not signed by the chairman of the board as well as by the clerk."

In the case of *Marcy vs. Oswego Township*, 2 Otto, 637, the bonds were voted at an election held on the 17th of May, 1870, and were signed by the chairman of the board of county commissioners and attested by the county clerk. (Page 639.)

In the case of *Humboldt Township vs. Long et al.*, 2 Otto,

642, a copy of the bond sued upon is set out in full, signed by the chairman of the board of county commissioners and attested by the county clerk. The bond is dated Oct. 12, 1871. In both cases they were Kansas bonds, issued to aid in the construction of railroads. No question as to the legality of their execution was raised.

It is further claimed by the plaintiff in error that the Board of County Commissioners had no power to require the interest upon the bonds to be payable semi-annually. The act of 1869, before quoted, only fixes the rate of interest. In the case of *Meyer vs. The City of Muscatine*, 1 Wallace, 384, 391, it was contended that "Because in the stipulation to pay interest semi-annually at the rate of ten per cent., the authority conferred by the vote which limited the rate of interest to "not higher "than ten per cent. per annum" was transcended, and a usurious rate agreed to be paid. Justice SWAYNE held:

"This objection has no foundation. When a statute fixes the rate of interest per annum, it has always been held that parties may lawfully contract for the payment of that rate, before the principal becomes due, at periods shorter than a year."

It is argued by counsel, that after the vote was taken and the subscription made by Marion county, the Kansas and Nebraska Railway Company amended its charter, and added two branch roads to the main line; and that, for this reason, the county is released from payment of the bonds. In the case of *Pollard v. Pleasant Hill*, 3 Dillon's Circuit Court Reports, 195, it was held that when the vote and ordinance under which bonds were issued by a town corporation in aid of a railroad, required that they be issued to a particular road, and the bonds on their face recited that they were issued to such road, it was no defense to a suit by an innocent holder, upon coupons detached from such bonds, that they were in fact issued to another and different road.

It is a question of very grave doubt whether the action of the board of directors of the Kansas and Nebraska Railway Company, at their meeting held at Junction City, August 23d and 24th, 1872, as recited in plaintiff's brief (pp. 67 and 68), could in any way affect the rights of the stockholders in the Kansas and Nebraska Railway Company as originally chartered. It does not appear that any authority was conferred upon the board by the stockholders to take such action, and counsel concede in their brief (page 72), that under the laws of Kansas, "*nowhere is there any power given "to a railroad company to change its line or to build addi-"tional lines.*" So that the action of the board of directors at Junction City on the 23d and 24th of August, 1872, so far as any attempt was made to alter, absorb or in any way impair the rights of the stockholders in the Kansas and Nebraska Railway Company under their charter of July 1st, 1871, was without the sanction of law. If the charter granted in pursuance of the action of the directors on the 23d and 24th of August, 1872, had any legal force, it merely went to the extent of organizing an independent corporation.

There is no evidence in the record that the old charter was ever surrendered. After the new charter was applied for and granted, it does not appear that any organization was ever effected under it. No company was formed, no stock subscribed, and no work or expenditure of money was made towards locating or constructing the additional roads. It is not claimed that Marion county has yet sustained any loss or injury by reason of the amended charter. If an attempt should hereafter be made to apply the funds of the original organization to the building of the branch roads, upon proper application to the courts, such unlawful act would be restrained.

The evidence in the record shows that if the citizens and

tax-payers of Marion county have been defrauded by reason of the issuance of the county bonds, it has resulted from their own folly and negligence. There was great haste manifested in voting the bonds. Petitions were presented to the Commissioners on the 10th of July, and were considered and acted upon on the same day. The voters desired "the "speedy construction of the said railway through said county "of Marion." (Record, page 130.) An election was ordered, and held on the 15th of August. On a canvass of the vote, a majority was found to be in favor of the proposition submitted, and the proposition was, by the Board, declared carried; and, on the 18th of August, the day the vote was canvassed, the Board elected C. O. Fuller, one of their members, to make the subscription upon the books of the railway company. The railway company, after said subscription was made, commenced work, and completed the *grading from the north line of the county to Marion Center*, which under the contract entitled the company to $100,000 of the county bonds (record, pages 131 and 288), provided a good and sufficient bond was executed to the county, "conditioned for "the *completion* of said railway according to the terms of the "said proposition." The condition of the bond was not to indemnify the county against any damage it might sustain by reason of the delivery of the county bonds, but from such loss as would result from failure to complete the residue of the work. The county estimated the value of the grading at $100,000 in bonds, and received the full amount of such consideration. The counsel for plaintiff say the grading did not cost over $18,000. If we concede their statement to be true, it only illustrates the folly of the tax-payers in authorizing the County Board to make such an imprudent contract. The county received all it required for the bonds delivered, and cannot now seek relief from the consequences of its own fool-

ish and unwise bargain. If the bond required by the county had contained a condition of indemnity against damage that would have resulted from the delivery of the $100,000 of county bonds, would the evidence submitted entitle the county to any relief? The firm of Sherburne & Co. consisted of W. Sherburne, Allen J. Cheney, H. F. Hale, and G. B. Duy. The were the contractors, and performed the work on the road. (Record, 289.) All these gentlemen signed the bond: ample opportunity was afforded the Commissioners and citizens to make the proper inquiries and ascertain their financial condition. It appears from the evidence that the only investigation made by the Commissioners was on the 4th of November, 1872, when Hale and Duy applied for the bonds. "Hale and Duy then represented to and assured the Com-"missioners that the railroad company had made definite and "final arrangements with Eastern capitalists to furnish suffi-"cient means to fully complete the road," etc. They further represented to the Commissioners "that the sureties on the "bond were, financially, responsible," etc. (Record, page 290.) None of the other sureties were interrogated. No evidence was required to corroborate their statements, and it is not shown that Hale and Duy had any authority to represent the railway company or to receive the bonds. Hale was only a contractor, and Duy was the cashier of the firm of Sherburne & Co., contractors. (Record, pages 288 and 289.) It is very evident that Duy was not representing the railway company when he appeared with Hale, on the 4th of November, 1872, and made the above representations, but that he was acting in the interest of the contractors. McBratney, who was the president of the railway company, and the proper officer to represent it and obtain the county bonds, says (record, page 290):

"I told Duy he must not deliver the bond under any cir-

cumstances to the Commissioners of Marion county until it was signed by all the directors of the railway company in Junction City, and unless I was present. He promised me he would not, but did not keep his promise."

And again (page 291 of record):

"I learned within a few hours after my return to Junction City that the Marion county bonds had been obtained by Duy and Hale in my absence. I saw Hale and Duy that evening after my return, and I remarked to them that they had been to Marion county. They said they had, but had not got the bonds."

From the above evidence, it is apparent that Hale and his cashier (Duy) were not empowered by the railroad company to obtain the county bonds, but upon the contrary, Duy was expressly instructed not to act in this matter without the presence of the president of the railroad company.

Notwithstanding the instruction of the court to the effect that the First National Bank was an innocent purchaser, counsel assume that the bonds were purchased with knowledge of the infirmities which are claimed to have existed between the railway company and the county. The only evidence introduced at the trial was on behalf of the county, and it conclusively shows that the county bonds were bought in perfect good faith, and without any intimation of defects or notice of defenses claimed by the county.

W. B. Clarke, the cashier of the First National Bank, testified (page 293 of record):

"I went to Marion Center to examine the records. I found them all right. * * * The bank paid $29,000 for the fifty bonds. The county paid the coupons which first fell due, and levied a tax for those in suit, and has collected the tax, and it is in the treasury of the county. * * * At the time I negotiated the bonds I never knew anything that threw suspicion on the bonds. I knew nothing about what representations, if any, had been made to the County Commissioners to induce them to accept the bond."

But counsel contend that W. B. Clarke, the cashier, who

negotiated the purchase of the bonds, was bound to take notice of any fact known to McBratney and Streeter, who were officers of the bank and directors of the railway company. Waiving a discussion of the law on this subject, we are unable to find any evidence in the record that implicates McBratney or Streeter with knowledge of the alleged fraudulent representations made by Hale and Duy when the bonds were delivered. Neither McBratney nor Streeter were present at the time of the delivery, and it does not appear that any one informed them of what then occurred. McBratney says (page 292 of record):

"At the time of the purchase of bonds by the bank, I did not know of anything that would or did invalidate them, or but that they had been rightly obtained, and did not know what statements had been made to the County Commissioners in order to induce the acceptance of the bond to the county, or to induce the delivery of the county bonds."

The court instructed the jury (record, page 295, 3d instruction):

"If the First National Bank of Junction City gave value for the bonds, and purchased them before due without notice of the fraud set up and relied on by the county in respect to the bond which was given by the railway company, and sold the bonds in suit to the plaintiff, he is entitled to recover on the bonds, though he had notice when he obtained them that the county claimed they were fraudulent and that a suit was pending contesting their validity, the record of which has been introduced in evidence."

The only knowledge the plaintiff had of any fraud, was a verbal notice of the injunction suit instituted in Marion County District Court, set out in the record (pages 296 to 307), but at the time he received such notice he was informed "that all legal steps had been taken in issuing the bonds, "and that they were valid." (Record, page 287.) The record shows that the injunction as to the First National Bank of Junction City and W. B. Clarke was dissolved June 7, 1874. W. B. Clarke was advised about the first of June

that Judge Brown had decided to dissolve the injunction, and that the entry would be made of record June 5th, 1874. (Record, page 274.) The First National Bank paid $29,000 for fifty of the Marion county bonds. (Record, page 293.) The plaintiff subsequently purchased twenty-five of the bonds "for fifty cents on the dollar *and the accrued interest.*" (Record, page 286.) There is no evidence to show what was the market value of these bonds. The presumption is, they sold for their full value.

Counsel for plaintiff claim that if all the legal defenses urged against the payment of the coupons in this case should fail, the county is equitably entitled to relief against one-half of the judgment rendered in the court below, on the ground that where commercial paper has been obtained from the maker by fraud, the *bona fide* holder is only entitled to recover the amount he actually paid for such paper (plaintiff's brief, page 113). If the evidence in this action would justify the conclusion that the bonds were originally procured from the county by fraud, the authorities cited are not applicable to this case. Most of the decisions referred to go to the extent that when the holder of commercial paper, assigned as collateral security for the payment of a debt, sues upon such collateral paper, he can only recover the amount due on the debt. No case can be found where the *bona fide* holder of negotiable paper who has paid a *fair price* or the *market price*, is limited in his recovery to the price actually paid. And there is no decision, where the law contended for by counsel has been applied, except where the whole subject of controversy has been before the courts.

In the case of *Bronson et al. vs. La Crosse & Milwaukee Railroad Company*, 2 Wallace, 283, it was held that "Par-"ties holding negotiable instruments are presumed to hold "them for full value, and whether such instruments are "bought at par or below it, they are, generally speaking, to

"be paid in full, when in the hands of *bona fide* holders for "value." In the case of *Grand Chute vs. Winegar*, 15 Wallace, page 355, Winegar swore (page 559) that he purchased the bonds (nine, of $1,000 each) for $5,100. Various defenses were made by the county to the action, and among others, that the bonds were obtained by fraud. No question was raised either by the court or counsel as to the right of plaintiff to recover—if at all—the full amount sued upon.

In the case of *Alonzo Baily vs. Samuel Smith et al.*, 14 Ohio State, 396, the court, in passing upon the right of the *bona fide* holder of paper to recover, where less than the *face* value had been paid, say (page 403):

"But, there is very little difficulty in saying, that the rule does not require the full *face* of the paper to be paid. No decision, to that effect has ever been made, and the strongest expressions customarily used, do not import anything more, than that the holder must have given for the paper what it was reasonably and fairly worth. To hold otherwise, would be to deprive all paper, for any cause not worth its face, of one of the most essential and valuable incidents of negotiability, and most effectually to stop its circulation. A moment's reflection will satisfy any one, how deeply and disastrously such a holding would affect the business and commerce of the country."

See *Sully vs. Goldsmith*, 32 Iowa, 397; *Gage vs. Sharp*, 24 Iowa, 15; *Lake vs. Reed*, 29 Iowa, 258; 1 Parsons on Bills and Notes, 258; *Mercer County vs. Hackett*, 1 Wallace, 83.

The First National Bank having purchased the bonds and coupons before due for *value*, and without knowledge of any fraud or infirmities, and the plaintiff below having derived title from the prior *bona fide* holder for value, he was entitled to the judgment rendered by the Circuit Court. (Story on Promissory Notes, § 191.)

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